

**Memorandum of Association
and
Articles of Association**

D-LINK (INDIA) LIMITED

(CIN: L72900GA2008PLC005775)

Certificates



सत्यमेव जयते

प्रारूप 1 पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U72900GA2008PLC005775

2008 - 2009

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

SMARTLINK NETWORK SYSTEMS LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी लिमिटेड है।

यह निगमन-पत्र आज दिनांक छब्बीस मई दो हजार आठ को मेरे हस्ताक्षर से गोआ में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U72900GA2008PLC005775

2008 - 2009

I hereby certify that SMARTLINK NETWORK SYSTEMS LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given under my hand at Goa this Twenty Sixth day of May Two Thousand Eight.



Sanjay Kumar Gupta

(SANJAY KUMAR GUPTA)

कम्पनी रजिस्ट्रार / Registrar of Companies

गोआ, दमन एवं दयू
Goa, Daman and Diu

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

SMARTLINK NETWORK SYSTEMS LIMITED
L-5, VERNA ELECTRONIC CITY,, VERNA, SALCETTE,
VERNA - 403722,
Goa, INDIA

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, गोआ, दमन एवं दयू

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U72900GA2008PLC005775

मैसर्स SMARTLINK NETWORK SYSTEMS LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
SMARTLINK NETWORK SYSTEMS LIMITED

जो मूल रूप में दिनांक छब्बीस मई दो हजार आठ को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
SMARTLINK NETWORK SYSTEMS LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि 507 (अ) दिनांक 24.6.1985 एस्.आर.एन A65221285 दिनांक 15/07/2009 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
D-LINK (INDIA) LIMITED.

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा गोआ में आज दिनांक पंद्रह जुलाई दो हजार नौ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Goa, Daman and Diu

Fresh Certificate of Incorporation Consequent upon Change of Name

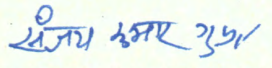
Corporate Identity Number : U72900GA2008PLC005775

In the matter of M/s SMARTLINK NETWORK SYSTEMS LIMITED

I hereby certify that SMARTLINK NETWORK SYSTEMS LIMITED which was originally incorporated on Twenty Sixth day of May Two Thousand Eight under the Companies Act, 1956 (No. 1 of 1956) as SMARTLINK NETWORK SYSTEMS LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A65221285 dated 15/07/2009 the name of the said company is this day changed to D-LINK (INDIA) LIMITED. and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Goa this Fifteenth day of July Two Thousand Nine.




(SANJAY KUMAR GUPTA)

कम्पनी रजिस्ट्रार / Registrar of Companies

गोआ, दमन एवं दयू
Goa, Daman and Diu

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

D-LINK (INDIA) LIMITED.

L-5, VERNA ELECTRONIC CITY,, VERNA, SALCETTE,

VERNA - 403722,

Goa, INDIA



सत्यमेव जयते

व्यापार प्रारंभ करने का प्रमाण-पत्र

कम्पनी अधिनियम 1956 की धारा 149(3) के अनुसरण में

कॉर्पोरेट पहचान संख्या : U72900GA2008PLC005775

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
SMARTLINK NETWORK SYSTEMS LIMITED

जिसका निगमन, कम्पनी अधिनियम, 1956(1956 का 1) के अंतर्गत दिनांक छब्बीस मई दो हजार आठ को किया गया था और जिसने निर्धारित प्रपत्र में घोषणा प्रस्तुत की है या विधिवत सत्यापित किया है कि उक्त कम्पनी ने, अधिनियम की धारा 149(2) (क) से (ग) तक की शर्तों का अनुपालन कर लिया है और व्यापार करने के लिए हकदार है।

यह प्रमाण-पत्र आज दिनांक तेरह अगस्त दो हजार आठ को मेरे हस्ताक्षर से गोआ में जारी किया जाता है।

Certificate for Commencement of Business

Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U72900GA2008PLC005775

I hereby certify that the SMARTLINK NETWORK SYSTEMS LIMITED which was incorporated under the Companies Act, 1956(No. 1 of 1956) on the Twenty Sixth day of May Two Thousand Eight, and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (c) of the said act, have been complied with and is entitled to commence business.

Given under my hand at Goa this Thirteenth day of August Two Thousand Eight.




(SANJAY KUMAR GUPTA)

कम्पनी रजिस्ट्रार / Registrar of Companies
गोआ, दमन एवं द्यू
Goa, Daman and Diu

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

SMARTLINK NETWORK SYSTEMS LIMITED
L-5, VERNA ELECTRONIC CITY,, VERNA, SALCETTE,
VERNA - 403722,
Goa, INDIA

Memorandum of Association

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

**MEMORANDUM OF ASSOCIATION
OF**

D-LINK (INDIA) LIMITED

- I.** The name of the Company is “D-LINK(INDIA)LIMITED*”
- II.** The Registered Office of the Company will be situated in the State of Goa.
- III.** The Objects for which the Company is established are:
- A. THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
1. To carry on the business as manufacturers, importers, exporters and dealers of network products *and selling and marketing of active networking products[®]* of Computers, *passive networking copper and fiber structured cabling products[#]*, computer components, peripherals, computer parts of special application as an ancillary to all computer industry and to undertake installation, maintenance, servicing, hiring out of all kinds of Information Technology networking products computers, computer spare parts, all kinds of electronic equipments, including electronic data processing equipment, and to engage in computer hardware, software systems and such other activity connected with computers and electronic equipment.
 2. Manufacturing add-on computer parts of all types of applications in communication and networking and to design, develop, carry out, assist, research in the field of Information Technology on networking products and computer related products, for use for industrial, commercial, banking, scientific, medical, statistical or any other and assists in providing educational, personal training and any other kind of service or facility relating to information technology, computers, computer programming, internet, information retrieval, data preparation and processing equipment and electronic and other electronic equipment and devices

** Name of the Company changed consequent upon fresh certificate of incorporation issued by the Registrar of Companies Goa, effective from 15th July 2009.*

® Inserted vide special resolution passed at the extra ordinary General Meeting held on 18th July 2008.

Inserted vide special resolution passed by the shareholders through postal ballot on 21st December 2010.

B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

3. To render advisory and consultancy services in respect of know-how, design, manufacture, installation, maintenance and of any products made for calls computers.
4. To establish a bureau for providing computer usage and renting time to users on a block of time and casual basis with special emphasis on computer software development for exports.
5. To carry on research in the manufacture of electronic data processing equipment and to set up factory or workshop, laboratory for such purposes and to educate and train personnel in computer skills of systems, design, operations maintenance and programming and to publish and procure related educational material.
6. To solicit, market, develop, sell, research the usage of computer application and system software abroad and export it from India and to advise on obtaining import licenses and other Government clearance for setting up a computer unit in India and providing the services of procuring computer hardware, tools, accessories and spare parts from abroad.
7. To sub-let all or any contract from time to time and upon such terms and conditions as may be thought expedient.
8. To collaborate with foreign firm for acquiring or offering technical know-how, to employ experts including foreign technicians, to engage consultants, engineers, workmen, bankers, solicitors, advocates, insurers, advertisers, selling and buying agents and others as found expedient and in the interest of Company's business.
9. To expend money in experimenting upon, testing, improving and protecting any process or processes, copy-rights, patent or patents, designs, which the Company may acquire or propose to acquire or deal with.
10. To establish, provide, maintain and conduct or otherwise subsidize research laboratories and experimental workshops, to carry on research and development at chemical plants, analytical laboratories and to carry on scientific and technical researches, experiments and test of all kinds and to do market research and market survey.
11. To purchase or by any other means acquire and protect, prolong and renew, any Trade Marks, Patents, Rights, Brevets-d' Inventions, Protections and Concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same and to spend money in experimenting upon testing and improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

12. To act as Contractors or Sub-contractors, to any State or Central Government, Railways, Port Trust, Municipal Corporations or Municipalities, or District Local Boards, Civil and Military Authorities and any other person, firm or corporation whether Indian or foreign for any purpose whatsoever and to guarantee the performance of any contracts, sub-contracts, licenses and concessions for or in relations to the objects or business herein mentioned or any of them and to undertake, execute, carry out, dispose off or otherwise turn to account the same.
13. To enter into arrangements with any Government, Railway, Municipal or Local Authorities or other persons or firms which may seem conducive to the attainment of any of the Company's objects and to obtain from any such Government, Railway, Municipal or Local Authority or other persons or firms any rights, privileges and concessions which the Company may think beneficial, to obtain and to carry out exercise or comply with any such arrangements, rights, privileges, and concessions of the Company.
14. To obtain on Order or an Act of Legislature or Parliament for enabling the Company to obtain all powers and authorities necessary or expedient, to carry out to the extent of any of the objects of the Company or for any other purpose which may seem expedient and to oppose any proceedings on applications which seem calculated directly or indirectly to prejudice the Company's interest.
15. To amalgamate, enter into partnership or any arrangement for sharing of profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise, with any person, firm or company carrying on or engaged in or about to carry on.
16. To take or otherwise acquire and hold shares in any other company having objects all together or in part similar to those of this Company.
17. To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company.
18. To develop and to turn to account any lands of the Company, whether acquired by purchase or taken on lease, by repairing building sites and by constructing, reconstructing, altering, improving and maintaining offices, flats, houses, factories, warehouses, shops, buildings, works, and conveniences of all kinds and by consolidating or sub-dividing properties and by leasing and disposing off the same to manage lands, buildings and properties as aforesaid whether belonging to the companies or not and to others who may be willing to build on or improve land or buildings in which Company is interested and generally to advance money to such persons on such terms as may be arranged.
19. To purchase or otherwise acquire, take on lease, sell, exchange, surrender, mortgage, charge, convert, turn to account, dispose off, let on hire and deal with property and in particular mortgages, charges, hypothecations, debentures, concessions, options, contracts, patents, trade marks, trade names and copy rights, stocks, shares, bonds, policies, book debts, business concerns and undertakings, claims, privilege and choose in action of kind, machinery, plants, stock-in-trade and any moveable and immovable property.

20. To acquire, erect, construct, lay down, enlarge, alter and maintain any buildings works, workshops, plant and machinery necessary or convenient for the Company's business.
21. To plan design and construct offices and commercial undertakings of any kind for and on behalf of the Company.
22. To sell, or dispose off the property or undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company, having objects altogether or in part similar to those of the Company.
23. To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose off, turn to account or otherwise deal with all or any part of the property and the rights of the Company.
24. To pay for any properties or rights acquired by the Company, whether in cash or fully paid up shares or partly in one and partly in the other and generally on such terms as the Company may deem fit.
25. To sell or let out on hire, all or any of the property of the Company whether immovable or moveable including all and every description of apparatus or appliances and to hold, use cultivate, work, manage, improve, carry on and develop, and undertake land and immovable and moveable property and assets of any kind of the Company or any part thereof.
26. To distribute any of the Company's property among the members in specie in the event of winding up subject to the Companies Act, 1956.
27. To grant leases or licenses in respect of land, buildings and tenements with or without furniture therein.
28. To acquire and take over any business or undertaking carried on or upon or in connection with any land or building which the Company may desire to acquire as aforesaid or otherwise or become interested in, and the whole or any of the assets and liabilities of such business or undertakings and to carry on the same or to dispose off, remove, or put an end thereto or otherwise deal with the same as may seem expedient.
29. To open an account or accounts with any person, firm or company or with any bank or banks and to pay into and to withdraw money from such account or accounts.
30. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal in cheques, drafts, promissory notes, bills of exchange, hundies, debentures bonds, bills of lading, railway receipts, warrants and all other negotiable or transferable instruments.
31. To pay any rights or properties acquired by the Company, to acquire any shares, stocks, debentures, debenture-stock, bonds, obligations or securities by original

subscription, tender, purchase, exchange or otherwise, and to subscribe for the same, either conditionally or otherwise, and to guarantee the subscription thereof and to execute and enforce all rights and powers conferred by or incidental to the ownership thereof.

32. To issue all or any part of the capital, whether preference or equity shares of the Company at par or at a premium or at a discount and as fully or partly paid for cash or for consideration other than cash or as bonus shares.
33. To borrow or raise or secure the payment of money, or to receive money on deposit at interest, for any of the purposes of the Company on such terms and at such time or times and in such manner as may be thought fit and in particular by the issuer at par or at a premium or a discount of debentures or debenture-stock, perpetual or otherwise including debentures or debenture-stock, convertible into shares of this or any other company or perpetual annuities and as securities for any such money so borrowed, raised, or received or of any such debentures or debenture-stock so issued, to mortgage, pledge or charge the whole or any part of the property, assets or revenue or profits of the Company, present and future, including its uncalled capital by special assignment or otherwise, or to transfer or convey the same absolutely or in trust, and to give the lenders power of sale and other powers as may seem expedient, and to purchase, redeem or pay off any such securities. The Company shall not, however, carry on the business of Banking as defined in the Banking Regulation Act, 1949 subject to provisions of Section 58-A of the Companies Act, 1956 and rules made thereunder and directives of Reserve Bank of India.
34. To lend money to such persons and on such terms as may seem expedient and in particular to members of the staff, customers and other having dealing with the Company and to guarantee performance of the contract by any such person.
35. To invest or deal with the monies of the Company not immediately required, in such manner as may from time to time be determined.
36. To create any reserve fund, sinking fund, insurance fund or any other special fund whether for depreciation, repairing, maintaining, improving or extending any of the property of the Company or of any other purpose conducive to the interests of the Company.
37. To distribute as bonus shares among the members or to place to reserve or otherwise to apply as the Company may from time to time think fit and as Companies Act, 1956 may permit any monies received by way of premium on shares or debentures in respect of forfeited shares and monies arising from the sale by the Company of forfeited shares.
38. To pay out of the funds of the Company, all costs, charges and expenses of and incidental to the formation, registration, advertisement and establishment of the Company and issue and subscription of the shares, for the shares, or loan, capital, including brokerage, commission for obtaining application for or placing or guaranteeing the placing of shares or any debenture-stock and other securities of this Company and also all expenses attendant to the issue of any circular or notice

and the printing, stamping, circulating of proxies and forms to be filled up by the members of the Company.

39. To procure the incorporation or registration or other recognition of the Company and to carry on business in any country, state or place and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as are possessed by local companies or partnerships or as may be through / felt desirable.
40. To guarantee or become liable for the payment of money, trust, agency, performance of any obligation and generally to transact all kinds of guarantee, trust or agency business.
41. To make advances of such sum or sums of money in respect of or for the purchase of materials, goods, machinery, stores or any other property, articles and things, required for the purposes of the Company upon such terms with or without security as the Company may deem expedient.
42. To subscribe or otherwise establish trusts, to assist or to guarantee or to charitable, benevolent religious, cultural, scientific, public or other institutions, clubs, societies or funds.
43. To accept upon suitable remuneration or otherwise apprentices for the purpose of being trained in the business with a view to their subsequent employment by the Company or otherwise.
44. To train or pay for the training in India or abroad of any of the Company's employees or any candidates in the interest or for furtherance of Company's object.
45. To remunerate any person, firm or company rendering services to this Company either by cash payment or by allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
46. To establish and maintain or procure the establishment and maintenance of any provident fund, any contributory pension or superannuation funds, gratuity schemes for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons or persons who are or were at any time in the employment or services of the Company, of any company which is a subsidiary of the Company or who are or were at any time directors or officers of the Company or of any such company as aforesaid and the wives, widows, families and dependants or any such persons and also establish and subsidies and subscribe to any institution, association, clubs or funds calculated to be for the Company or of any such company as aforesaid and make payments to or towards insurances of any such person as aforesaid and to do any matters as aforesaid either alone or in conjunction with any such other company as aforesaid.
47. To do the above things in any part of the world either alone or in conjunction with other and either as principals, agents, correspondents, contractors, trustees or

otherwise and to allow any property to remain outstanding with such agents or trustees and do all such other things as are incidental or may be thought conducive of the attainment of the above objects.

C. OTHER OBJECTS NOT INCLUDED IN "A" & "B" ABOVE:

48. To carry on the business of iron founders, mechanical engineers and manufacturers of agricultural implements and other machinery, tool-makers, brass founders, metal-workers, boiler-makers, mill rights, machinist, iron and steel converters, smiths and to buy, sell, manufacture, repair, convey, alter, let on hire and deal in machinery, implements, rolling stock and hardware of all kinds.
49. To manufacture and/or deal in all chemicals, materials and substances used in the manufacture, production or treatment of all kinds of textiles.
50. To design, fabricate, deal in, and manufacture, plant equipment, accessories, apparatus, parts and machinery required in textile industry and allied industries.
51. To carry on agency business of all types.
52. To act as commission agents, importers, exporters of general merchandise goods products, manufactured goods of all description.
53. To buy, sell, let on hire, repair, alter and deal in machinery, components parts, accessories and fittings of all kinds.
54. To carry on business as dealers, merchants, exporters, hirers, commission agents, guarantee brokers, stockist, merchantile agents in engineering and scientific, instruments or apparatus machinery, plastic materials, chemicals, cements and building materials of all kinds, oils of all kinds, gases, motor cars and other vehicles and accessories, hardware, metals, minerals, coal, timber, cotton, wool, jute, hemp, sesame, fibers, seeds, grains, rice, wheat, tea, coffee, sugar, cinchona, rubber, gum, lac, tobacco, spices, and other agricultural or natural products or forest produce, silk, art silk, nylon and allied materials and articles made there – from, oilcakes, paints, varnishes, dyes, matches, glass, glassware, crockery, cutlery porcelain, jewellery, diamonds, precious metals, sanitary ware, groceries, provisions and foodstuffs, toilet preparations and products, patent medicines, drugs, medical and pharmaceutical, products and appliances, live stocks, hides, skin leather and goods make therefore hosiery, textiles of all kinds and all other goods, produce, materials, articles, commodities and merchandise of any nature or kind whatsoever.

IV. The liability of the members is limited.

- V.** “The authorized share capital of the Company is Rs.14,00,00,000/- (Rupees Fourteen Crores Only) divided into 7,00,00,000 (Seven Crores only) equity shares of Rs.2/- (Rupees Two) each, with the rights, privileges and conditions attached thereto with the power to vary, modify or abrogate such rights, privileges and conditions as may be provided by the Articles of Association of the Company for the time being. The Board of Directors shall have the power to

classify as and when required the shares as equity or preference shares and attach thereto respectively such preferential, deferred, qualified or special rights, privileges and conditions and also the power to increase or reduce the capital of the Company as may be determined in accordance with the Articles of Association of the Company.”*

** Altered vide a Special Resolution passed by the members of the Company at the Extra-ordinary General Meeting held on January 20, 2014.*

We, the several persons, whose names, addresses and occupations are hereunder subscribed, are desirous of being formed into a Company in pursuance to this MEMORANDUM OF ASSOCIATION and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names :-

Sr. No.	Signature, Name, Father's Name, Address, Occupation of each Subscriber	No. of Equity Shares taken by each Subscriber	Signature, Name, Father's Name, Address, Occupation of the witness
1.	<p>Sd// Mr. Kamalaksha Rama Naik S/o. Rama Shankar Naik H No. A-1/A, Lotus Hermitage, Salcette, Benaulim, Goa – 403716 Occ : Business.</p>	<p>49940 (Forty Nine Thousand Nine Hundred Forty Only)</p>	
2.	<p>Sd// Mr. Jangoo Minoo Dalal S/o. Minoo Burjor Dalal 301, 3rd Floor, Building No 623, Opp; Five Garden, Mumbai Maharashtra, - 400 014 Occ : Service</p>	<p>10 (Ten Only)</p>	<p>Witness for No 1 to 3 Sadashiv V Shet. S/o Vasudev Govind Shet. S-15, Jairam Complex Nevagi Nagar Panaji Goa 403001 Occ : Company Secretary</p>
3.	<p>Sd// Mr. Bhushan Gajanan Prabhu S/o Mr Gajanan Prabhu 402, Dudhwala Tower, Shreyas Colony, Arey Road, Goregaon West, Mumbai – 400063 Occ : Service</p>	<p>10 (Ten Only)</p>	

Cont.....

Sr. No.	Signature, Name, Father's Name, Address, Occupation of each Subscriber	No of Shares subscribed each subscriber	Signature, Name, Father's Name, Address, Occupation of the witness
4	<p>Sd/- Mr. K Guruprasad Prabhu S/o. K Narasimha Prabhu H No 26/A, Shri Ravalnath Krupa, Behind Durga Petrol Pump Fatorda Margao Goa – 403602 Occ : Service</p>	(10) (Ten Only)	
5.	<p>Sd/- Ms. Maithili P. Phadnis. D/o Prakash Phadnis BIANCA, B Wing, Fl No. 1004 Paanch Marg, Yari Road, Versova, Andheri (W) MUMBAI 400062 Occ : Service</p>	(10) (Ten Only)	
6.	<p>Sd/- Mr. Ravindra V Bhide S/o Vinayak Bhide B/9, Swapna Safalya Housing Society, Temkar Road, Near Worli Bus Depot, Worli , Mumbai – 400025 Occ : Service</p>	(10) (Ten Only)	<p>Witness for No 1 to 3 Sadashiv V Shet. S/o Vasudev Govind Shet. S-15, Jairam Complex Nevagi Nagar Panaji Goa 403001 Occ : Company Secretary</p>
7.	<p>Sd/- Mr. Shrinivas S Adkesar S/o Subray G Adkesar 3rd Floor, Visa Plaza Building, Opp; Hari Mandir, Malbhatt, Margao, Goa – 403601 Occ : Service</p>	(10) (Ten Only)	
		50,000 (Fifty Thousand)	

Place : VERNA GOA

Date : 07/05/2008

Articles of Association

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

(Incorporated under the Companies Act, 1956)

**ARTICLES OF ASSOCIATION OF
D-LINK (INDIA) LIMITED**

CIN: L72900GA2008PLC005775

The following regulations comprised in these Articles of Association were adopted pursuant Companies Act, 2013 and the rules made thereunder by way of passing a Special resolution by the members of the Company at the Seventh Annual general meeting of the Company held on August 29, 2015 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the erstwhile Articles of Association of the Company.

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| 1 | The regulations contained in table F in Schedule I to the Companies Act, 2013, (Act) shall not apply to the Company except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. | <i>Table 'F' not to apply but Company to be governed by these Articles</i> |
| 2 | In the interpretation of these Articles, unless repugnant to the subject or context:- | <i>Interpretation clause</i> |
| a | “Act” means the Companies Act, 2013, or re-enactment thereof for the time being in force in India, and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article and any previous company law, so far as may be applicable. | <i>“The Act”</i> |
| b | “Articles” means these articles of association of the Company or as altered from time to time. | <i>“Articles”</i> |
| c | “Board of Directors” or “Board”, means the collective body of the directors of the Company. | <i>“Board of Directors”</i> |
| d | “Company” or “ this Company” means “ D-LINK (INDIA) LIMITED ” | <i>“The Company” or “This Company”</i> |
| e | “Directors” means the Directors for the time being of the Company or, as the case may be, the Directors assembled at the Board. | <i>“Directors”</i> |
| f | “Office” means the Registered Office of the Company. | <i>“Registered Office”</i> |
| g | “Rules” means the applicable rules for the time being in force as prescribed “Rules” under relevant sections of the Act. | <i>“Rules”</i> |
| h | “Seal” means the common seal of the Company. | <i>“Seal”</i> |

- i Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.

*“Number” and
“Gender”*

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.

*Expressions in the
Articles to bear the
same meaning as in
the Act*

SHARE CAPITAL AND VARIATION OF RIGHTS

- 3 Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

*Shares under
Control of Board.*

- 4 The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

*Kinds of share
capital*

(i) Equity share capital:

- with voting rights; and / or
- with differential rights as to dividend, voting or otherwise in accordance with the Rules.

- 5 The authorized share capital of the Company shall be Rs.140,000,000/- (Rupees Fourteen Crores only) divided into 70,000,000 (Seven Crores) equity shares of Rs.2/- each with the power to increase or reduce such capital from time to time in accordance with the regulations of the company and the legislative provisions for the time being in force in this behalf and with the power also to divide the shares in the capital for the time being into equity share capital and preference share capital and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions.

*Authorised Share
Capital*

- 6 (a) The Directors shall in making the allotments duly observe the provisions of the Act.

*Restriction on
Allotment*

- (b) Nothing herein contained shall prevent the Directors from issuing fully paid up shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the Company.

- 7 Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business or exchange / swap of shares, or towards any other dues payable by the Company and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

*Directors may allot
shares otherwise
than for cash.*

- 8 Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered as part of the existing capital and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer transmission, voting and otherwise.

*Issue of new share
capital*

- 9 (a) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. *Variation of rights*
- (b) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
- 10 The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to - *Further issue of share capital*
- (i) persons who, at the date of entitlement, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
- (ii) employees under any scheme of employees' stock option; or
- (iii) by way of preferential offer or private placement.
- 11 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith. *Issue of further shares not to affect rights of existing members*
- 12 Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. *Absolute right to the entirety of ownership of shares*
- ALTERATION OF SHARE CAPITAL**
- 13 Subject to the provisions of the Act, Rules and applicable laws the Company may- *Power to alter share capital*
- (i) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
- (ii) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
- (iii) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (iv) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (v) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- 14 The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules; *Reduction of capital*

- (i) its share capital; and/or
- (ii) any capital redemption reserve account; and/or
- (iii) any securities premium account; and/or
- (iv) any other reserve in the nature of share capital.

CALLS ON SHARES

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| 15 | The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. | <i>Directors may make calls</i> |
| 16 | A minimum fourteen days notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid. | <i>Notice of calls</i> |
| 17 | A call shall be deemed to have been made at the time when the resolution authorising such call was passed at a meeting of the Board. | <i>Call to date from resolution</i> |
| 18 | A call may be revoked or postponed at the discretion of the Board. | <i>Revocation or postponement of calls</i> |
| 19 | The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof. | <i>Liability of joint-holders</i> |
| 20 | The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the Members who from residence at a distance or other cause the Board may deem fairly entitled to such extension but no member shall be entitled to such extension save as a matter of grace and favour. | <i>Directors may extend time</i> |
| 21 | If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 10 per cent per annum but nothing in this Article shall render it obligatory for the board to demand or recover any interest from any such Member. | <i>Effect of Non-payment of Calls</i> |
| 22 | Any sum, which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call duly made and notified. | <i>Sums deemed to be calls</i> |
| 23 | Neither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided. | <i>Partial payment not to preclude forfeiture</i> |

- 24 (a) The Board may, if it thinks fit, agree to and receive from any Member willing to advance the same all or any part of the amounts of his shares beyond the sums actually called up; and upon the money so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest, at such rate (not exceeding without the sanction of the Company in General Meeting 12 % per annum) as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months notice in writing. Provided that moneys paid in advance of calls shall not confer a right to dividend or to participate in profits.
- Payment in anticipation of calls may carry interest*
- (b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.
- 25 The Board shall be at liberty to waive payment of any Interest on delayed payment of calls and installment wholly or in part.
- Board may waive interest*
- LIEN ON SHARES AND SET-OFF**
- 26 a The Company shall have a first and paramount lien –
- Company's lien on shares*
- (i) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (ii) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:
- Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- b The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.
- Lien to extend to dividends, etc.*
- c Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.
- Waiver of lien in case of registration*
- 27 The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:
- As to enforcing lien by sale*
- Provided that no sale shall be made—
- (i) unless a sum in respect of which the lien exists is presently payable; or
- (ii) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.
- 28 a To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- Validity of sale*
- b The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- Purchaser to be registered holder*

- c The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share. *Validity of Company's receipt*
- d The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale. *Purchaser not affected*
- 29 a The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. *Application of proceeds of sale*
- b The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale. *Payment of residual money*
- 30 The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities of the Company, if any. *Provisions as to lien to apply mutatis mutandis to any other securities etc.*
- 31 In exercising its lien, the Company shall be entitled to treat the registered holder of any share (including transfer/ transmission and partly paid shares) as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim. *Outsiders lien not to affect*
- 32 Any money due from the Company to a shareholder may, without the consent of such shareholder, be applied by the Company in or towards payment of any money due from him, either alone or jointly with any other person, to the person, to the Company in respect of calls. *Set-off of moneys due to shareholders*
- FORFEITURE OF SHARES**
- 33 If any Member fails to pay any call or instalment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter, during such time as the call or instalment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. *If calls payable on shares not paid, notice to be given to Member*
- 34 The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and such interest thereon at such rate as the Directors shall determine from the day on which such call or instalment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that, in the event of the non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited. *Terms of Notice*
- 35 If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given may at any time thereafter before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the

forfeiture.

- 36 When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid. *Notice of forfeiture to a Member*
- 37 Any share so forfeited shall be deemed to be the property of the Company. And may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit. *Forfeited shares to be property of the Company and may be sold etc.*
- 38 Any member whose shares have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company on demand all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture, until payment at such rate not exceeding 9 per cent per annum as the Board may determine and the board may enforce the payment thereof, if it thinks fit. *Member still liable to pay money owing at time of forfeiture and interest*
- 39 The forfeiture of a share shall involve extinction, at the time of the forfeiture of all interest in and all claims and demands, against the Company, in respect of the shares and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved. *Effect of forfeiture*
- 40 A declaration in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares. *Evidence of forfeiture*
- 41 Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. *Validity of sale*
- 42 Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto. *Cancellation of share certificates in respect of forfeited shares*
- 43 The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit. *Power to annul forfeiture*

TRANSFER OF SHARES

- 44 The Company shall keep a 'Register of Transfers' and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share held in material form. *Register of Transfers*

45	<p>(a) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.</p> <p>(b) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.</p>	<p><i>Instrument of transfer to be executed by transferor and transferee</i></p>
46	<p>The Board may, subject to the right of appeal conferred by the Act decline to register -</p> <p>(i) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or</p> <p>(ii) any transfer of shares on which the Company has a lien.</p>	<p><i>Board may refuse to register transfer</i></p>
47	<p>In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless -</p> <p>(i) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;</p> <p>(ii) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and</p> <p>(iii) the instrument of transfer is in respect of only one class of shares.</p>	<p><i>Board may decline to recognize instrument of transfer</i></p>
48	<p>On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:</p> <p>Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty- five days in the aggregate in any year.</p>	<p><i>Transfer of shares when suspended</i></p>
49	<p>The provisions of these Articles relating to transfer of shares shall <i>mutatis mutandis</i> apply to any other securities of the Company.</p>	<p><i>Provisions as to transfer of shares to apply mutatis mutandis to any other Securities</i></p>
50	<p>The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof as shown or appearing in the Register of Members to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or referred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company; but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.</p>	<p><i>Company not liable for disregard of a notice prohibiting registration of a transfer</i></p>
51	<p>A person entitled to a share by transmission shall, subject to the right of the Directors to retain such dividends or money as hereinafter provided, be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share.</p>	<p><i>Persons entitled may receive dividend without being registered as Member</i></p>
52	<p>There shall be paid to the Company, in respect of the transfer or transmission of any number of shares to the same party, such fee, if any, as the</p>	<p><i>Fee on transfer or transmission</i></p>

	Directors may require.	
53	a The Board may, after giving not less than three days previous notice or such lesser period as may be specified by Securities and Exchange Board of India by advertisement in some newspapers circulating in the district in which the Registered Office of the Company is situated, close the Register of Members for any period or periods not exceeding in the aggregate thirty days in each year.	<i>Closure of Register of Members</i>
	b All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.	<i>When instruments of transfer to be retained</i>
54	The instrument of transfer shall, after registration, remain in the custody of the Company. The Board may cause to be destroyed all transfer deeds lying with the Company for a period of ten years or more.	<i>Custody of transfer</i>
55	Subject to the provisions of Section 58 of the Companies Act 2013 and any other applicable provisions of the Act, these Articles, Securities and Exchange Board of India regulations and or any other law for the time being in force, the Board may, refuse, whether in pursuance of any power of the Company under these Articles or otherwise, to register the transfer of, or the transmission by operation of law of the right to, any Shares of the Company. The Board shall within one month from the date on which the instrument of transfer, or the intimation of such transmission as the case may be, was delivered to the Company, send to the transferee and transferor or to the person giving intimation of such transmission, as the case may be, notice of the refusal to register such transfer/transmission, giving reasons for such refusal provided that registration of transfer/transmission shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the Company has a lien on the Shares. Transfer of Shares in whatever lot shall not be refused.	<i>Right of refusal of transfer</i>
TRANSMISSION OF SHARES		
56	a On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.	<i>Title to shares on death of a member</i>
	b Nothing in clause (a) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.	<i>Estate of deceased member liable</i>
57	Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either - (i) to be registered himself as holder of the share; or (ii) to make such transfer of the share as the deceased or insolvent member could have made.	<i>Transmission Clause</i>
58	The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.	<i>Board's right unaffected</i>
59	The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.	<i>Indemnity to the Company</i>

- 60 a If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. *Right to election of holder of share*
- b If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. *Manner of testifying election*
- c All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member. *Limitations applicable to notice*
- 61 A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company: *Claimant to be entitled to same advantage*
- Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
- 62 The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities of the Company. *Provisions as to transfer of shares to apply mutatis mutandis to any other Securities*

JOINT HOLDERS

- 63 Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint holders with benefits of survivorship, subject to the following and other provisions contained in these Articles: *Death of one or more joint-holders of shares*
- (i) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.
- (ii) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.
- (iii) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
- (iv) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.
- (v) (a) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such

shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof;

- (b) Several executors or administrators of a deceased member in whose sole name(s) any share stands, shall for the purpose of this clause be deemed to be joint-holders.

The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities of the Company registered in joint names.

SHARE CERTIFICATES

- 64 a Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -
- Issue of certificate*
- (i) one certificate for all his shares without payment of any charges; or
- (ii) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board under the provisions of the Act, for each certificate after the first.
- b Every certificate shall be under the seal of the Company, and shall specify the shares to which it relates and the amount paid-up thereon.
- Certificate to bear seal*
- c In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- One certificate for shares held jointly*
- 65 A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.
- Option to receive share certificate or hold shares with depository*
- 66 If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board pursuant to the Act.
- Issue of new certificate in place of one defaced, lost or destroyed*
- 67 The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities (except where the Act otherwise requires) of the Company.
- Provisions as to issue of certificates to apply mutatis mutandis to any other securities etc.*
- 68 a The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act
- Power to pay commission in connection with securities issued*

and the Rules.

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| b | The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules. | <i>Rate of commission in accordance with Rules</i> |
| c | The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other. | <i>Mode of payment in commission</i> |

DEMATERIALIZATION OF SECURITIES

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| 69 | a | Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise or rematerialise its securities and to offer securities in a dematerialised form pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any. | <i>Dematerialisation of securities</i> |
| | b | Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person, who is the beneficial owner of the securities, can at any time opt out of a depository, if permitted by law, in respect of any security in the manner provided by the Depositories Act and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates of securities. If a person opts to hold his security with a depository, the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the security. | <i>Options for investors</i> |
| | c | (i) Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.

(ii) The depository, as the registered owner of the securities, shall not have any voting rights or any other rights in respect of the securities held by it.

(iii) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of the securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a depository. | <i>Rights of depositories and beneficial owners</i> |
| | d | Notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs. | <i>Service of documents</i> |
| | e | Nothing contained in Section 56 of the Act or these Articles shall apply to transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository. | <i>Transfer of securities</i> |
| | f | Notwithstanding anything in the Act or these Articles, where securities are dealt with in a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities. | <i>Allotment of securities dealt with in a depository</i> |
| | g | Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers of securities issued by the Company shall apply to securities held in a depository. | <i>Distinctive numbers of securities held in a depository</i> |
| | h | The Register and Index of Beneficial Owners, maintained by a depository under the Depositories Act, 1996, shall be deemed to be the Register and Index of | <i>Register and Index of Beneficial</i> |

Members and Security Holders for the purposes of these Articles.

owners

- i Shares in the capital shall be numbered progressively according to their several denominations, provided however, that the provision relating to progressive numbering shall not apply to the shares of the Company which are dematerialized or may be dematerialized in future or issued in future or issued in future in dematerialized form. Except in the manner hereinbefore mentioned, no shares shall be subdivided. Every forfeited or surrendered share held in material form should continue to bear the number by which the same was originally distinguished.
- j No share certificate(s) shall be issued for the shares held in a dematerialized form.
- k A Depository as a registered owner shall not have any voting right in respect shares held by it in a dematerialized form. However, the beneficial owner as per the Register of Beneficial Owners maintained by the Depository shall be entitled to such rights in respect of the shares or securities held by him in the Depository. Any reference to the member or joint members in the Articles include reference to Beneficial Owner or joint beneficial Owner in respect of the shares held in Depository.

Shares to be numbered

Issue of share certificates

Voting Rights of Beneficial Owner

Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share, as also the beneficial owner of the shares in records of the depository as the absolute owner thereof as regards receipt of dividends or bonus or services of notices and all or any other matters connected with the Company, and accordingly, the Company shall not, except as ordered by a Court of competent jurisdiction or as by law required, be bound to recognise any benami trust or equity or equitable, contingent or other claim to or interest in such share on the part of any other person, whether or not it shall have express or implied notice thereof.

BUY BACK OF SHARES

- 70 Notwithstanding anything contained in these Articles but Subject to all applicable provisions of the Act or any other law for the time being in force, the company may purchase its own shares or other Specified Securities.

Buy Back of Shares

CAPITALISATION OF PROFITS

- 71 a The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve —
- (i) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - (ii) that such sum be accordingly set free for distribution in the manner specified in clause (b) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

Capitalisation

- b The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained below, either in or towards :
 - (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (ii) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii);
 - (iv) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
 - (v) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
- 72 a Whenever such a resolution as aforesaid shall have been passed, the Board shall -
 - (i) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and
 - (ii) generally do all acts and things required to give effect thereto.
- b The Board shall have power—
 - (i) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and
 - (ii) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.
- c Any agreement made under such authority shall be effective and binding on such members.
- GENERAL MEETING**
- 73 All general meetings other than annual general meeting shall be called extraordinary general meeting.
- 74 The Board may, whenever it thinks fit, call an extraordinary general meeting.
- PROCEEDINGS AT GENERAL MEETING**
- 75 a No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

Sum how applied

Powers of the Board for capitalisation

Board's power to issue fractional certificate/coupon etc.

Agreement binding on members

Extraordinary general meeting

Powers of Board to call extraordinary general meeting

Presence of Quorum

- b No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant. *Business confined to election of Chairperson whilst chair vacant*
- c The quorum for a general meeting shall be as provided in the Act. *Quorum for general meeting*
- 76 The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company. *Chairperson of the meetings*
- 77 If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting. *Directors to elect a Chairperson*
- 78 If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or show of hands, choose one of their members to be Chairperson of the meeting. *Members to elect a Chairperson*
- 79 On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote. *Casting vote of Chairperson at general meeting*
- 80 a The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered. *Minutes of proceedings of meetings and resolutions passed by postal ballot*
- b There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting - *Certain matters not to be included in Minutes*
- (i) is, or could reasonably be regarded, as defamatory of any person; or
- (ii) is irrelevant or immaterial to the proceedings; or
- (iii) is detrimental to the interests of the Company.
- c The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause. *Discretion of chairperson in relation to Minutes*
- d The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. *Minutes to be evidence*
- 81 a The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall: *Inspection of minute books of general meeting*
- (i) be kept at the registered office of the Company; and
- (ii) be open to inspection of any member without charge, subject to intimation of at least 48 hours in advance, during the office hours on all working days.
- b Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board and in accordance with the provisions of the Act, with a copy of any minutes referred to in clause (a) above, Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished *Members may obtain copy of minutes*

with the same free of cost.

- 82 The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision. *Powers to arrange security at meetings*

ADJOURNMENT OF MEETING

- 83 a The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place. *Chairperson may adjourn the meeting*
- b No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. *Business at adjourned meeting*
- c When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. *Notice of adjourned meeting*
- d Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. *Notice of adjourned meeting not required*

VOTING RIGHTS

- 84 Subject to any rights or restrictions for the time being attached to any class or classes of shares - *Entitlement to vote on show of hands and on poll*
- (i) on a show of hands, every member present in person shall have one vote; and
- (ii) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
- 85 A member may exercise his vote at a meeting in accordance with the Act. However, a member is not allowed to exercise his vote by way of poll/ ballot at the general meeting, if he has already casted his vote by remote e-voting means. *Voting through electronic means*
- 86 a In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. *Vote of joint-holders*
- b For this purpose, seniority shall be determined by the order in which the names stand in the register of members. *Seniority of names*
- 87 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians. *How members non compos mentis and minor may vote*
- 88 Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in *Votes in respect of shares of deceased or insolvent members, etc.*

respect thereof.

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| 89 | Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. | <i>Business may proceed pending poll</i> |
| 90 | A member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares held by him in the Company have been paid or in regard to which the Company has exercised any right of lien. | <i>Restriction on voting rights</i> |
| 91 | A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article. | <i>Restriction on exercise of voting rights in other cases to be void</i> |
| 92 | Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class. | <i>Equal rights of members</i> |

PROXY

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| 93 | a Any member entitled to attend and vote at a general meeting may do so either personally or through another person as a proxy on his behalf, for that meeting. | <i>Member may vote in person or otherwise</i> |
| | b The instrument appointing a proxy and the power-of- attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. | <i>Proxies when to be deposited</i> |
| 94 | An instrument appointing a proxy shall be in the form as prescribed in the Rules. | <i>Form of proxy</i> |
| 95 | A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used. | <i>Proxy to be valid notwithstanding death of the principal</i> |

BOARD OF DIRECTORS

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| 96 | Unless otherwise determined by a General Meeting, the number of Directors shall not be less than 3 and not more than 15. | <i>Number of Directors</i> |
| 97 | The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company. | <i>Same individual may be Chairperson and Managing Director/ Chief Executive Officer</i> |
| 98 | Subject to the provisions of Act,

(i) The Board of Directors may appoint or re-appoint one or more Managing Directors, not exceeding two, of the Company for such period not exceeding 5 years as it may deem fit, subject to Statutory approvals, if required as may be necessary in that behalf. | <i>Managing Director</i> |

- (ii) The remuneration payable to a Managing Director shall be determined by the Board of Directors subject to the sanction of the Company in General Meeting by way of Ordinary resolution and of the Statutory Authorities, if required.
- (iii) If at any time there are more than one Managing Director, each of the said Managing Directors may exercise individually all the powers and perform all the duties that a single Managing Director may be empowered to exercise or required to perform under the Companies Act or by any Resolution of the Board of Directors and subject also to such restrictions or conditions as the Board may from time to time impose.
- 99 (a) Subject to the provisions of the Act, the Board may appoint one or more of its body, as Whole-time Director or Whole Time Directors on such designation and on such terms and conditions as it may deem fit. The Whole-time Director/s shall perform such duties and exercise such powers as the Board may from time to time determine who shall exercise all such powers and perform all such duties subject to the control, supervision and directions of the Board and subject thereto the supervision and directions of the Managing Director. The remuneration payable to the Whole-time Directors shall be determined by the Company in General Meeting, by way of passing ordinary resolution subject to the approval of the Statutory Authority, if any, required in that behalf.
- (b) A Whole-time Director shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors, and he shall, ipso facto and immediately, cease to be Whole-time Director, if he ceases to hold the Office of Director from any cause except where he retires by rotation in accordance with the Articles at an Annual General Meeting and is re-elected as a Director at that Meeting.
- 100 Any person, whether a member of the Company or not, may be appointed as a Director. No qualification by way of holding shares in the capital of the Company shall be required of any Director.
- 101 (a) Until otherwise determined by the Company in General Meeting, each Director shall be entitled to receive and be paid out of the funds of the Company a fee for each meeting of the Board of Directors or any committee thereof, attended by him as may be fixed by the Board of Directors from time to time subject to the provisions of the Act, and the Rules made thereunder. For the purpose of any resolution in this regard, none of the Directors shall be deemed to be interested in the subject matter of the resolution.
- (b) The Managing/ Whole-time Director of the Company who is a full time employee, drawing remuneration will not be paid any fee for attending Board Meetings.
- (c) Subject to the provisions of the Act, the Board may, with the sanction of a Special Resolution passed in the General Meeting and of the Government of India, if required under the Companies Act, sanction and pay to any or all the Directors such remuneration for their services as Directors or otherwise and for such period and on such terms as they may deem fit.
- (d) Subject to the provisions of the Act, the Company in General Meeting may by Special Resolution sanction and pay to the Director in addition to the said fees set out in sub-clause (a) above, a remuneration not

*Whole Time
Director*

*Qualifications of
Directors*

*Director's
remuneration*

exceeding one per cent (1%) of the net profits of the Company calculated in accordance with the provisions of Section 198 of the Act. The Board of Directors shall have all the powers to decide and pay the remuneration so calculated among the members of the Board.

- (e) Subject to the provisions of Section 188 of the Companies Act, and subject to such sanction of the statutory authorities, as may be required under the Companies Act, if any Director shall be appointed to advise the Board of Directors as an expert or be called upon to perform extra services or make special exertions for any of the purposes of the Company, the Board of Directors may pay to such Director such special remuneration as they think fit; such remuneration may be in the form of either salary, commission, or lump sum and may either be in addition to the remuneration specified in clause (a) above.

102 In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them in India or elsewhere— *Travelling and other expenses*

- (i) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
(ii) in connection with the business of the Company.

103 The Board may appoint any Director as the Chairperson from time to time as Chairperson of the Board and Shareholders Meeting. If at any meeting of the Board the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their numbers to be Chairman of the meeting. *Chairman of the Board*

APPOINTMENT AND VACATION OF DIRECTORS

104 The Directors may, from time to time, appoint a person as an Additional Director provided that the number of Directors and Additional Directors together shall not exceed the maximum number of Directors fixed under these Articles. Any person so appointed as an Additional Director shall hold office upto the date of the next Annual General Meeting of the Company. *Additional Directors*

- 105 (a) The Directors may appoint such number of Independent Directors as are required under Section 149 of the Companies Act, 2013 or as per the listing regulations issued by Securities and Exchange Board of India, whichever is higher, from time to time. *Independent Directors*
(b) Independent directors shall possess such qualification as required under Section 149 of the Companies Act, 2013 and listing regulations issued by Securities and Exchange Board of India.
(c) Independent Director shall be appointed for such period as prescribed under relevant provisions of the companies Act, 2013 and Listing Agreement and shall not be liable to retire by rotation.

106 The Board shall appoint one women director as per the requirements of section 149 of the Act. *Women Director*

- 107 (a) The Board may appoint an Alternate Director to act for a Director hereinafter called in this clause “the Original Director” during his absence for a period of not less than 3 months from India. *Alternate Directors*
(b) An Alternate Director appointed as aforesaid shall vacate office if and when the Original Director returns to India.

108 (a) Notwithstanding anything to the contrary contained in the Articles, so *Corporation/*

long as any moneys remain owing by the Company any finance corporation or credit corporation or body, (herein after in this Article referred to as “The Corporation”) out of any loans granted by them to the Company or as long as any liability of the Company arising out of any guarantee furnished by the Corporation, on behalf of the Company remains defaulted, or the Company fails to meet its obligations to pay interest and/or instalments, the Corporation shall have right to appoint from time to time any person or person as a Director or Directors (which Director or Directors is/are hereinafter referred to as “Nominee Director(s)”) on the Board of the Company and to remove from such office any person so appointed, any person or persons in his or their place(s).

- (b) The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s as long as such default continues. Such Nominee Director/s shall not be required to hold any share qualification in the Company, and such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director/s appointed shall hold the said office as long as any moneys remain owing by the Company to the Corporation or the liability of the Company arising out of the guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys out of the guarantee furnished by the Corporation.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, and of the Meeting of the Committee of which the Nominee Director/s is/are member/s. The Corporation shall also be entitled to receive all such notices. The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Director/s of the Company are entitled, but if any other fee, commission, monies or remuneration in any form is payable to the Director/s of the Company, the fee, commission, monies and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment to Directorship shall also be paid or reimbursed by the Company to the Corporation or, as the case may be, to such Nominee Director/s.

Provided that if any such Nominee Director/s is an officer of the Corporation, the sitting fees, in relation to such Nominee Director/s shall so accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

- (c) The Corporation may at any time and from time to time remove any such Corporation Director appointed by it and may at the time of such removal and also in the case of death or resignation of the person so appointed, at any time appoint any other person as a Corporation Director in his place. Such appointment or removal shall be made in writing signed by the Chairman or Joint Chairman of the Corporation or any person and shall be delivered to the Company at its registered office. It is clarified that every Corporation entitled to appoint a Director under this Article may appoint such number of persons as Directors as

may be authorised by the Directors of the Company, subject to Section 152 of the Act and so that the number does not exceed 1/3 of the maximum fixed under these Articles.

- (d) So long as holding company and its subsidiary or associate companies either singly or in the aggregate hold 26% or more of the paid-up equity share capital of the Company shall have the right by a notice in writing addressed to the Company, to appoint such number of persons as Directors of the Company and to remove such persons from office, and on a vacancy being caused in such office from any cause, whether by resignation, death, removal or otherwise, of any such person so appointed, to appoint another to fill such vacancy.

109	<p>Subject to the provisions of the Act,—</p> <p>(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;</p> <p>(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.</p>	<p><i>Key Managerial Person and Chief Executive Officer, etc.</i></p>
110	<p>If the office of any Director becomes vacant before the expiry of the period of his Directorship in normal course, the resulting casual vacancy may be filled by the Board at a Meeting of the Board subject to Section 161 of the Act. Any person so appointed shall hold office only up to the date which the Director in whose place he is appointed would have held office if the vacancy had not occurred as aforesaid.</p>	<p><i>Casual vacancy</i></p>
111	<p>Except as otherwise provided by these Articles and subject to the provisions of the Act, all the Directors of the Company shall have in all matters equal rights and privileges, and be subject to equal obligations and duties in respect of the affairs of the Company.</p>	<p><i>Right of Directors</i></p>
112	<p>Notwithstanding anything contained in these articles, any Director contracting with the Company shall comply with the applicable provisions of Act.</p>	<p><i>Directors contracting to comply with the provisions of the Act</i></p>
113	<p>Subject to the limitations prescribed in the Companies Act, 2013, the Directors shall be entitled to contract with the Company and no Director shall be disqualified by having contracted with the Company as aforesaid.</p>	<p><i>Directors power of contract with Company</i></p>
114	<p>The proportion of directors to retire by rotation shall be as per the provisions of Section 152 of the Act.</p> <p>At every annual meeting, one-third of the Directors shall retire by rotation in accordance with the relevant provisions of the Act.</p>	<p><i>Rotation and retirement of Directors</i></p>
115	<p>A retiring Director shall be eligible for re-election and the Company at the General Meeting at which a Director retires in the manner aforesaid may fill up vacated office by electing a person thereto.</p>	<p><i>Retiring Directors eligible for re-election</i></p>
116	<p>The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who become Directors on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot.</p>	<p><i>Office of Retirement of directors</i></p>
117	<p>Subject to the applicable provisions of the Act, if at any meeting at which an election of Directors ought to take place, the place of the vacating or deceased</p>	<p><i>Retiring Directors to remain in office till successors are</i></p>

	Directors is not filled up and the meeting has not expressly resolved not to fill up or appoint the vacancy, the meeting shall stand adjourned till the same day in the next week at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a holiday at the same time, place, and if at the adjourned meeting the place of vacating Directors is not filled up and the meeting has also not expressly resolved not to fill up the vacancy, then the vacating Directors or such of them as have not had their places filled up shall be deemed to have been reappointed at the adjourned meeting.	<i>appointed</i>
118	Subject to the applicable provisions of the Act, the Company in General Meeting may increase or reduce the number of Directors subject to the limits set out in these Articles and may also determine in what rotation the increased or reduced number is to retire.	<i>Power of General Meeting to increase or reduce number of Directors</i>
119	Subject to the applicable provisions of the Act, the Company, by Ordinary Resolution, may at any time remove any Director except Directors nominated by Central Government, if any before the expiry of his period of office, and may by Ordinary Resolution appoint another person in his place. The person so appointed shall hold office until the date upto which his predecessor would have held office if he had not been removed as aforementioned. A Director so removed from office shall not be re-appointed as a Director by the Board of Directors. Special Notice shall be required of any resolution to remove a Director under this Article, or to appoint somebody instead of the Director at the meeting at which he is removed.	<i>Power to remove Directors by ordinary resolution</i>
120	Subject to the applicable provisions of the Act, a person not being a retiring Director shall be eligible for appointment to the office of a Director at any general meeting if he or some other member intending to propose him as a Director has not less than fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of the Director, or the intention of such member to propose him as a candidate for that office, as the case may be “along with a deposit of such sum as may be prescribed by the Act or the Central Government from time to time which shall be refunded to such person or as the case may be, to such member, if the person succeeds in getting elected as a Director or gets majority of total valid votes cast either on show of hands or electronically or on poll on such resolution.	<i>Rights of persons other than retiring Directors to stand for Directorships</i>
PROCEEDINGS OF THE BOARD		
121	The business of the Company shall be carried on by the Board of Directors.	<i>Business to be carried on</i>
122	a the Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit, provided that a meeting of the Board shall be held at least once in every one hundred and twenty days; and at least four such meetings shall be held in every year.	<i>Meeting of the Board</i>
	b The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	<i>Participation at Board Meeting</i>
	c The quorum for a Board Meeting shall be as provided under the Act.	<i>Quorum for Board Meeting</i>
123	A Director may at any time request the Secretary to convene a meeting of the Directors and seven days notice of meeting of directors shall be given to every director and such notice shall be sent by hand delivery or by post or by electronic means provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one	<i>Director may summon meeting</i>

	independent director shall be present at the meeting.	
124	<p>(a) Save as otherwise expressly provided in the Act, a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of the Board.</p> <p>(b) In case of an equality of votes, the Chairman shall have a second or casting vote in addition to his vote as a Director.</p>	<i>Question how decided</i>
125	The continuing Directors may act notwithstanding any vacancy in the Board, but if and as long as their number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or for summoning a General Meeting of the Company and for no other purpose.	<i>Right of continuing Directors when there is no quorum</i>
126	The quorum for a meeting of the Board shall be one third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher; provided that where at any time the number of interested Directors is equal to or exceeds two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of Directors who are not interested present at the meeting being not less than two shall be the quorum during such time. The total strength of the Board shall mean the number of Directors actually holding office as Directors on the date of the resolution or meeting, that is to say, the total strength of the Board after deducting therefrom the number of Directors, if any, whose places are vacant at the time.	<i>Quorum</i>
127	<p>(a) The Board may, from time to time, and at any time and in compliance with provisions of the act and listing agreement constitute one or more Committees of the Board consisting of such member or members of its body, as the Board may think fit.</p> <p>(b) Subject to the provisions of Section 179 the Board may delegate from time to time and at any time to any Committee so appointed all or any of the powers, authorities and discretions for the time being vested in the Board and such delegation may be made on such terms and subject to such conditions as the Board may think fit and subject to provisions of the act and listing agreement.</p> <p>(c) The Board may from, time to time, revoke, add to or vary any powers, authorities and discretions so delegated subject to provisions of the act and listing agreement.</p>	<i>Power to constitute Committees and delegation of powers</i>
128	<p>a The meeting and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto, and not superseded by any regulations made by the Directors under the last preceding Article.</p> <p>b The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.</p>	<i>Proceedings of Committee</i>
129	a A Committee may elect a Chairperson of its meetings unless the Board while constituting a Committee has appointed a Chairperson of such Committee.	<i>Participation at Committee meetings</i>
		<i>Election of the Chairman of the Committee</i>

- b If no such Chairperson is elected or if at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding the meeting the members present may choose one of their members to be Chairperson of the meeting of the Committee. *Who to preside at meetings of the Committee*
- 130 All acts done by any meeting of the Board or a Committee thereof, or by any person acting as a Director shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or any person acting as aforesaid, or that any of them was disqualified, be as valid as if every such Director and such person had been duly appointed and was qualified to be a Director. *Acts done by Board or Committee valid, notwithstanding defective appointment, etc.*
- 131 Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with necessary papers, if any, to all the members of the Committee then in India (not being less in number than the quorum fixed for the meeting of the Board or the Committee as the case may) and to all other Directors or members at their usual address in India or by a majority of such of them as are entitled to vote on the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board or Committee duly convened and held. *Resolution by circulation*
- 132 (a) The Company shall comply with the requirements of Section 118 of the Act, in respect of the keeping of the minutes of all proceedings of every General Meeting and every meeting of the Board or any Committee of the Board. *Minutes*
- (b) The Chairman of the meeting shall exclude at his absolute discretion such of the matters as are or could reasonably be regarded as defamatory of any person irrelevant or immaterial to the proceedings or detrimental to the interests of the Company.

POWERS OF BOARD

- 133 The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. *General powers of the Company vested in Board*
- 134 All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine. *Execution of Negotiable instruments*
- 135 The Board may authorise any such delegate or attorney as aforesaid to sub-delegate all or any of the powers and authorities for the time being vested in him. *Power to authorise sub-delegation*
- 136 In furtherance of and without prejudice to the general powers conferred by or implied in Article 137 and other powers conferred by these Articles, and subject to the provisions of Sections 179 and 180 of the Act, that may become applicable, it is hereby expressly declared that it shall be lawful for the Directors to carry out all or any of the objects set forth in the Memorandum of *Special power of Directors*

Association and to the following things.

- 137 The Board may, from time to time, raise any money or any moneys or sums of money for the purpose of the Company; provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not, without the sanction of the Company at a General Meeting, exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set-apart for any specific purpose and in particular but subject to the provisions of the Act, the Board may, from time to time, at its discretion raise or borrow or secure the payment of any such sum or sums of money for the purpose of the Company. Any such money so borrowed, raised or received, mortgage, pledge or charge, the whole or any part of the property, assets, or revenue of the Company, present or future, including its uncalled capital by special assignment or otherwise or transfer or convey the same absolutely or entrust and give the lenders powers of sale and other powers as may be expedient and purchase, redeem or pay off any such security. *To borrow funds*
- 138 Any uncalled capital of the Company may be included in or charged by mortgage or other security. *Charge on uncalled capital*
- 139 Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject such prior charge, and shall not be entitled, by notice to the shareholder or otherwise, to obtain priority over such prior charge. *Subsequent assignees of uncalled capital*
- 140 If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or other person so becoming liable as aforesaid from any loss in respect of such liability. *Charge in favour of Director*
- 141 The Directors shall cause a proper register and charge creation documents to be kept in accordance with the provisions of the Companies Act, 2013 for all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the said Act, in regard to the registration of mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the said Act, in regard to the registration of mortgages and charges therein specified and otherwise and shall also duly comply with the requirements of the said Act as to keeping a copy of every instrument creating any mortgage or charge by the Company at the office. *Register of mortgage to be kept*

REGISTERS

- 142 The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules. *Statutory registers*

- 143 (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register. *Foreign register*
- (b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.

THE SEAL

- 144 a The Board shall provide for the safe custody of the seal. *The seal, its custody and use*
- b The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the company secretary or such other person as the Board may appoint for the purpose; and such director or manager or the company secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. *Affixation of seal*

DIVIDENDS AND RESERVES

- 145 The Company in General Meeting may declare dividends but no dividend shall exceed the amount recommended by the Board. *Declaration of Dividends*
- 146 The Board may from time to time pay to the members such interim dividends as appear to it to be justified out of the profits of the Company. *Interim Dividend*
- 147 No dividend shall be payable except out of the profits of the year or any other undistributed profits except as provided by the Act. *Dividends to be paid out of profits only*
- 148 (a) The Board may, before recommending any dividends, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends and pending such application may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit. *Transfer to Reserves*
- (b) The Board may also carry forward any profits which it may think prudent not to divide without setting them aside as Reserve.
- 149 (a) Subject to the rights of persons, if any, entitled to share with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid. *Method of payment of dividend*
- (b) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of these regulations as paid on the share.
- (c) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as

from a particular date, such shares shall rank for dividend accordingly.

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| 150 | The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls in relation to the shares of the Company or otherwise. | <i>Retention of dividends</i> |
| 151 | Any General Meeting declaring a dividend or bonus may make a call on the members of such amounts as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and themselves, be set off against the call. | <i>Adjustment of dividend against call</i> |
| 152 | (a) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by electronic means, by cheque or warrant or demand draft sent through post directly to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named in the Register of Members or to such person and to such address of the holder as the joint holders may in writing direct.

(b) Every such payment whether by electronic means, cheque or warrant shall be made payable to the order of the person to whom it is sent.

(c) Every dividend or warrant or cheque shall be posted within thirty days from the date of declaration of the dividends. | <i>Payment by electronic means/ cheque or warrant</i> |
| 153 | Any one of two of the joint holders of a share may give effectual receipt for any dividend, bonus, or other money payable in respect of such shares. | <i>Deduction of arrears</i> |
| 154 | Notice of any dividend that may have been declared shall be given to the person entitled to share therein in the manner mentioned in the Act. | <i>Notice of Dividends</i> |
| 155 | No dividend shall bear interest against the Company. | <i>Dividend not to bear interest</i> |
| 156 | No unclaimed dividends shall be forfeited. Unclaimed dividends shall be dealt with in accordance with the applicable provisions of the Companies Act, 2013. | <i>Unclaimed Dividend</i> |
| 157 | Any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer. However, the transferor before the registration of transfer can claim any unclaimed dividend for any previous year. | <i>Transfer of share not to pass prior Dividend</i> |

ACCOUNTS

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| 158 | a The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. | <i>Inspection by Directors</i> |
| | b No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. | <i>Restriction on inspection by members</i> |

INDEMNITY AND INSURANCE

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| 159 | a Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, managing director, whole time director, chief financial officer, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge | <i>Directors and officers right to indemnity</i> |
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of his duties in such capacity including expenses.

- b Subject as aforesaid, every director, managing director, whole time director, chief financial officer, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.
- c The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

Insurance

SECRECY CLAUSE

- 160 No member shall be entitled to visit or inspect the Company's works without the permission of the Board of Directors or Managing Director or to require discovery of or any information respecting any details of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, will be inexpedient in the interests of the Company to communicate to the public.

Secrecy Clause

Every Director, Managing Director, Manager, Secretary, Auditor, Trustee, Members of a Committee, Officers, Servant, Agent, Accountant or other person employed in the business of the Company, shall, if so required by the Directors before entering upon his duties, or at any time during his term of office sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company and the state of accounts and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of duties except when required so to do by the Board or by any General Meeting or by a Court of Law or by the persons to whom such matters relate and except so far as may be necessary, in order to comply with any of the provisions contained in these Articles.

GENERAL POWERS

- 161 Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

General power

WINDING UP

- 162 Subject to the applicable provisions of the Act and the Rules made

Winding Up

thereunder -

- (i) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

We, the several persons, whose names, addresses and occupations are hereunder subscribed, are desirous of being formed into a Company in pursuance to this ARTICLES OF ASSOCIATION

Sr. No.	Signature, Name, Father's Name, Address, Occupation of each Subscriber	Signature, Name, Father's Name, Address, Occupation of the witness
1.	<p>Sd//-</p> <p>Mr. Kamalaksha Rama Naik S/o. Rama Shankar Naik H No. A-1/A, Lotus Hermitage, Salcette, Benaulim, Goa – 403716 Occ : Business.</p>	<p style="text-align: center;">Witness for No 1 to 3 Sadashiv V Shet. S/o Vasudev Govind Shet. S-15, Jairam Complex Nevagi Nagar Panaji Goa 403001 Occ : Company Secretary</p>
2.	<p>Sd//-</p> <p>Mr. Jangoo Minoo Dalal S/o. Minoo Burjor Dalal 301, 3rd Floor, Building No 623, Opp; Five Garden, Mumbai Maharastra, - 400 014 Occ : Service</p>	
3.	<p>Sd//-</p> <p>Mr. Bhushan Gajanan Prabhu S/o Mr Gajanan Prabhu 402, Dudhwala Tower, Shreyas Colony, Arey Road, Goregaon West, Mumbai – 400063 Occ : Service</p>	

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4.	<p>Sd/- Mr. K Guruprasad Prabhu S/o. K Narasimha Prabhu H No 26/A, Shri Ravalnath Krupa, Behind Durga Petrol Pump Fatorda Margao Goa – 403602 Occ : Service</p>	<p>Witness for No 4 to 7 Sadashiv V Shet. S/o Vasudev Govind Shet. S-15, Jairam Complex Nevagi Nagar Panaji Goa 403001 Occ : Company Secretary</p>
5.	<p>Sd/- Ms. Maithili P. Phadnis. D/o Prakash Phadnis BIANCA, B Wing, Fl No. 1004 Paanch Marg, Yari Road, Versova, Andheri (W) MUMBAI 400062 Occ : Service</p>	
6.	<p>Sd/- Mr. Ravindra V Bhide S/o Vinayak Bhide B/9, Swapna Safalya Housing Society, Temkar Road, Near Worli Bus Depot, Worli , Mumbai – 400025 Occ : Service</p>	
7.	<p>Sd/- Mr. Shrinivas S Adkesar S/o Subray G Adkesar 3rd Floor, Visa Plaza Building, Opp; Hari Mandir, Malbhatt, Margao, Goa – 403601 Occ : Service</p>	

Place : VERNA GOA

Date : 07/05/2008

Annexures

IN THE HIGH COURT OF BOMBAY, GOA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. I OF 2009
CONNECTED WITH
COMPANY APPLICATION NO. 42 OF 2008

In the matter of the Companies Act,
1956

And

In the matter of Petition under Section
391 to 394 of the Companies Act,
1956,

And

In the matter of the Scheme of
Arrangement between D-Link (India)
Limited and SmartLink Network
Systems Limited and their respective
shareholders and creditors.

SmartLink Network Systems Limited Petitioner

Mr. Mahesh Sonak, Advocate with Mr. Devidas Pangam, for the Petitioners.

Mr. C.A Ferreira, Asst. Solicitor General of India for the Regional Director

Coram-N A. Britto.J

Dated: 27th February 2009

MINUTES OF ORDER

1. Heard learned counsel for the parties.

2. The sanction of the Court is sought under sections 391 to 394 of the Companies Act 1956 of the scheme of Arrangement between till D-Link (India) Limited and SmartLink Network Systems Limited and their respective Shareholders and Creditors.
3. Vide Order dated 24.11.2008 in Company Application No. 42/2008 ,this Court passed an Order dispensed with the meeting of the equity shareholders for the purpose of considering and if the said Scheme of Arrangement. This Court also dispensed with the convening and holding of the meeting of secured and unsecured creditors of the Petitioner Company to seek approval of the said scheme of Arrangement as there are no secured and unsecured creditors of the Petitioner Company.
4. Vide Order dated 9.01 2009 this Court admitted the petition and notice of hearing of the petition was issued to the Regional Director, Ministry of Corporate Affairs, Mumbai. The petitioner has filed an affidavit dated 22.01 .2009 in proof of service on the Regional Director on 16.01.2009.
5. The Petitioner has filed an affidavit dated 19.01 .2009 stating that the notice of hearing of the petition has been published in the 'Navhind Times' and in 'Tarun Bharat' dated 19.01.2009.
6. Vide Order dated 1.02. 2009 this Court allowed the amendment Application to the petition. The Petitioner has filed an affidavit dated 18.02.2009 in proof of service of the amended petition on the Regional Director.
7. The Petitioner Company has complied with all requirements as per the directions of this court and they have filed necessary affidavits of Compliance in the court. Moreover, the Petitioner Company shall comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made thereunder.
8. The Regional Director has stated that the Scheme is not prejudicial to the interest of the shareholders and creditors and public.
9. Upon persual of the entire material placed on records, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to any public policy. None of the parties concerned have come forward to oppose the scheme. Moreover, the Regional director has stated that the Scheme as proposed is not prejudicial to the interest of the shareholders, creditors and public.
10. There is no objection to the scheme and all requisite statutory compliances have been fulfilled, company Petition No. 1 of 2009 is made absolute in terms of prayer clauses (a), (b), (c), (d), (e), (e-1) and (f) of the said Petition.

11. The Petitioner Company to pay costs of Rs.10000/- to the Regional Director within four weeks from the date of the Order.
12. Filing and issuance of the drawn up order is dispensed with.
13. All authorities concerned to act on a copy of this order along with the Scheme attached thereto duly authenticated by the Registry.

N.A. BRITTO, J

SCHEME OF ARRANGEMENT

BETWEEN

D-LINK (INDIA) LIMITED ... Demerged Company

SMARTLINK NETWORK SYSTEMS LIMITED ... Resulting Company

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PART I - GENERAL

(A) The Demerged Company (as defined hereunder) is engaged *inter alia* in the businesses of:

- (a) Marketing and selling of active and passive networking products;
- (b) Services and repair activity of networking and IT products;
- (c) Developing and manufacturing networking products;
- (d) Electronic manufacturing services/ contract manufacturing;
- (e) Telephonic and e-mail based technical support;
- (f) Development of products by software and hardware R & D;
- (g) Supply chain and distribution business of active and passive networking products; and
- (h) Marketing and selling of “D-LINK” branded active networking products (“**Marketing Business**”).

(B) The Resulting Company is a public company incorporated under the provisions of the Companies Act, 1956. The Resulting Company was incorporated with the main object of carrying on the business as sellers and marketers of active networking products, manufacturers, importers, exporters and dealers of network products of computers, computer components, peripherals, computer parts of special application as an ancillary to all computer industry and to undertake installation, maintenance, servicing, hiring out of all kinds of information technology networking products computers, computer spare parts, all kinds of electronic equipments, including electronic data processing equipment, and to engage in computer hardware, software systems and such other activity connected with computers and electronic equipment. The current shareholding pattern of the Resulting Company is as under:

Sr. No.	Name	No. of Shares held
1	Mr. Kamalaksha Rama Naik	2,49,700
2	Mr. Jango Dalal	50
3	Mr. Bhushan Prabhu	50
4	Mr. Ravindra Bhide	50
5	Mr. K. Guruprasad Prabhu	50
6	Mrs. Maithili Phadnis	50
7	Mr. Shrinivas Adkesar	50
Total	2,50,000	

(C) This composite Scheme (as defined hereinafter) provides for:

- (i) The transfer by way of a demerger of the Demerged Undertaking (as defined hereinafter) of the Demerged Company to the Resulting Company, and the consequent issue of equity shares by the Resulting Company to the shareholders of the Demerged Company; and
- (ii) The subsequent transfer of certain shares held by KRN (as defined hereinafter) in the Resulting Company in exchange for all the shares held by D-Link Mauritius (as defined hereinafter) in the Demerged Company upon the Demerger and additional cash consideration, pursuant to and in accordance with this Scheme; and
- (iii) Various other matters consequential or otherwise integrally connected herewith, including the reorganisation of the capital of the Resulting Company;

pursuant to Sections 391 to 394 and other relevant provisions of the Act in the manner provided for in this Scheme and in compliance with the provisions of Section 2(19) AA of the Income Tax Act, 1961.

(D) This Scheme is divided into the following parts:

- (a) Part I, which deals with the introduction and definitions;
- (b) Part II, which deals with the demerger of the Demerged Undertaking (as defined below) from the Demerged Company to the Resulting Company;
- (c) Part III, which deals with the exchange of certain shares held by KRN in the Resulting Company for all the shares held by D-Link Mauritius in the Demerged Company; and
- (d) Part IV, which deals with the general terms and conditions applicable to both Parts II and III of this Scheme.

1. **Definitions:**

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

- (A) **“Act”** means the Companies Act, 1956 and includes any statutory re-enactment or modification thereof from time to time;
- (B) **“Appointed Date”** means the opening hours of business on April 1, 2008;
- (C) **“Court”** or **“High Court”** means the High Court of Bombay at Goa and shall include the National Company Law Tribunal as applicable;
- (D) **“D-Link”** or the **“Demerged Company”** means D-Link (India) Limited, an existing company under the Act and having its registered office at L-5, Verna Electronic City; Verna Plateau; Verna, Goa-403 722;
- (E) **“D-Link Mauritius”** means **D-Link Holding Mauritius Inc.**, a company incorporated under the laws of Mauritius with its registered office situated at 3rd Floor, Cerne House, Chaussee, Port Louis, Mauritius - 203;
- (F) **“Demerged Undertaking”** means the Marketing Business of the Demerged Company, on a going concern basis, and shall mean and include:
 - (a) All assets and properties of and required for the Marketing Business wherever situated, whether movable or immovable, tangible or intangible, buildings, offices, benefits of any rental agreements for use of premises, capital works in progress, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), vehicles, D.G. sets, furniture, fixtures, office equipment, appliances, accessories, power lines, share of any joint assets, any finished goods of active networking products bearing the “D-LINK” mark (other than finished goods of active networking products bearing the “D-LINK” mark as on the Effective Date) and any facilities, together with all present and future liabilities (including contingent liabilities and all cash or cash equivalents appertaining or relating to the Marketing Business;
 - (b) All permits, quotas, rights, entitlements, industrial and other licences, bids, tenders, letters of intent, expressions of interest, municipal permissions, approvals, consents, subsidies, tenancies in relation to the office and/or residential properties for the employees, benefit of any deposits, privileges, all other rights including sales tax deferrals and exemptions and other benefits, lease rights, receivables, and liabilities related thereto, licences, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations,

utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Marketing Business including the distribution contracts and the Premises;

- (c) All earnest moneys and/or security deposits paid by the Demerged Company in connection with or relating to the Marketing Business;
- (d) All permanent employees engaged by the Demerged Company at various locations who perform functions related to the Marketing Business;
- (e) All records, files, papers, engineering and process information, excluding any computer programmes, licenses for Oracle software, and any other software licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Marketing Business;
- (f) Advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Demerged Company in relation to the Marketing Business, including such trade names, service names and brands containing the “D-LINK” mark, whether registered or unregistered, but excluding any other trade marks, service names or brands and excluding any patents, copyrights, designs, and other intellectual property rights; and
- (g) All present and future liabilities (including contingent liabilities and the Transferred Liabilities, as defined hereinafter) and any obligations under any licenses or permits, appertaining or relating to the Marketing Business. It is expressly clarified that the Marketing Business shall not include the business of distribution of active or passive networking products.
- (G) **“Demerger”** means the transfer by way of demerger of the Demerged Undertaking of the Demerged Company to the Resulting Company, and the consequent issue of equity shares by the Resulting Company to the shareholders of the Demerged Company as set out in Part II hereof;
- (H) **“Effective Date”** means the last of the dates on which the conditions and matters referred to in Clause 36 hereof occur or have been fulfilled or waived;

References in this Scheme to the date of “**coming into effect of this Scheme**” or “**effectiveness of this Scheme**” shall mean the Effective Date;

- (I) “**Encumbrance**” or “**Encumber**” means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever;
- (J) “**Governmental Authority**” means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body having jurisdiction over the territory of India;
- (K) “**KRN**” collectively means Mr. K. R. Naik and the family members of Mr. K.R. Naik mentioned in **Schedule III**, who hold 26.05% of the equity share capital of the Demerged Company;
- (L) “**Marketing Business**” shall have the meaning ascribed to it in Recital A (h) above;
- (M) “**Original Shareholders**” shall mean Mr. K. R. Naik, Mr. Jangoo Dalal, Mr. Bhushan Prabhu, Mr. Ravindra Bhide, Mr. K. Guruprasad Prabhu, Mrs. Maithili Phadnis, Mr. Shrinivas Adsekar being the shareholders of the Resulting Company prior to the Effective Date;
- (N) “**Statement of Assets and Liabilities**” means the opening Statement of Assets and Liabilities of the Demerged Company and Resulting Company as at the opening of business hours on the Appointed Date, annexed as Schedule I hereto;
- (O) “**Premises**” shall mean the premises listed in **Schedule II**, which relate to the Marketing Business;
- (P) “**Record Date**” means the date to be fixed by the Demerged Company for the purpose of determining the equity shareholders of the Demerged Company to whom shares of the Resulting Company will be allotted pursuant to this Scheme and for reorganisation of capital in terms of Clause 19 hereof;
- (Q) “**Remaining Business**” means the business of the Demerged Company as set out in Recitals A (a) to A (g) above and shall include: (i) Demerged Company’s trade marks, service names, brands, patents, copyrights and all other intellectual property, whether registered or unregistered but shall not include trade names, service names and brands containing the “D-LINK” mark; and (ii) any computer programmes, licenses for Oracle software, and any other software licenses; (iii) the business of distribution of active and passive networking products;

- (R) **“Scheme”** means this composite Scheme of Arrangement including any modification or amendment hereto;
- (S) **“Share Entitlement Ratio”** shall have the meaning ascribed to it in Clause 19 hereof;
- (T) **“Smartlink”** or the **“Resulting Company”** means Smartlink Network Systems Limited, a public company incorporated under the Act and having its registered office at L-5 Verna Electronic City, Verna Plateau, Verna, Goa-403722;
- (U) **“Stock Exchanges”** means the stock exchanges on which the shares of the Demerged Company are listed, namely the Bombay Stock Exchange, the National Stock Exchange and the Bangalore Stock Exchange; and
- (V) **“Transferred Liabilities”** shall have the meaning ascribed to it in Clause 16(a) hereof.

2. **SHARE CAPITAL:**

- (a) The share capital structure of the Demerged Company as on April 1, 2008 was as follows:

<u>Authorised</u>	Rs.
3,50,00,000 Equity Shares of Rs. 2/- each	<u>7,00,00,000</u>
	<u>7,00,00,000</u>
 <u>Issued</u>	
3,00,04,850 Equity Shares of Rs. 2/- each fully paid-up	6,00,09,700
 <u>Subscribed and Paid-up</u>	
3, 00,04,850 Equity Shares of Rs. 2/- each fully paid-up	6,00,09,700

- (c) The share capital structure of the Resulting Company as on July 31, 2008 was as follows:

<u>Authorised</u>	Rs.
2,50,000 Equity Shares of Rs. 2/- each	5,00,000

	<u>5,00,000</u>
<u>Issued & Subscribed</u>	
2,50,000 Equity Shares of Rs. 2/- each fully paid-up	5,00,000
<u>Paid-up</u>	
2,50,000 Equity Shares of Rs. 2/- each fully paid-up	5,00,000
2,50,000 Equity Shares of Rs. 2/- each fully paid up	5,00,000
	<u>5, 00, 000</u>

PART II - DEMERGER

SECTION 1 - DEMERGED BUSINESS

3. (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking (including all the estate, assets, rights, claims, title, interest and authorities including accretions and appurtenances of the Demerged Undertaking) shall, subject to the provisions of this Clause 3 in relation to the mode of vesting and pursuant to Section 394 (2) of the Act and without any further act or deed, be transferred by way of demerger from the Demerged Company and be transferred to and vested in or be deemed to have been demerged from the Demerged Company and transferred to and vested in the Resulting Company as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, claims, title, interest and authorities of the Resulting Company, subject to Section 3 of Part II of this Scheme in relation to charges thereon in favour of banks and/or financial institutions.
- (b) In respect of such of the assets of the Demerged Undertaking as are movable in nature or are otherwise capable of transfer by delivery of possession, payment or by endorsement and delivery, the same may be so transferred by the Demerged Company, and shall become the property of the Resulting Company as an integral part of the Demerged Undertaking.
- (d) In respect of such of the assets belonging to the Demerged Undertaking other than those referred to in sub-clause (b) above, the same shall, as more particularly provided in sub-clause (a) above, without any further act, instrument or deed, be demerged from the Demerged Company

and transferred to and vested in and/or be deemed to be demerged from the Demerged Company and transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of Section 394 of the Act.

- (d) All assets acquired by the Demerged Company after the Appointed Date but prior to the Effective Date for operation of the Demerged Undertaking shall also without any further act, instrument or deed stand transferred to and vested in or be deemed to have been transferred to or vested in the Resulting Company upon the coming into effect of this Scheme.
4. (a) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour, as the case may be, of the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto.
- (b) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Demerged Undertaking occurs by virtue of Part II of this Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Demerged Company will, if necessary, also be a party to the above. The Resulting Company shall, under the provisions of Part II of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.
 - (c) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company.

The Resulting Company shall make applications to any Governmental Authority as may be necessary in this behalf.

- (d) It is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking which the Demerged Company owns or to which the Demerged Company is a party to cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such asset or contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, insofar as it is permissible so to do, till such time as the transfer is effected.
 - (e) It is clarified that all obligations, liabilities, claims and demands in relation to and arising from any assignment of the sales tax deferral loans by the Demerged Company pertaining to any part of the Demerged Undertaking prior to the Appointed Date shall be the sole responsibility of the Demerged Company and the Resulting Company shall have no liability or obligation in relation thereto to any person. The Demerged Company hereby undertakes to fully indemnify the Resulting Company from all claims and demands made on the Resulting Company in regard thereto.
5. The assets and liabilities of the Demerged Undertaking shall be transferred to the Resulting Company at the values appearing in the books of the Demerged Company immediately before the Demerger and which are set forth in the Statement of Assets and Liabilities as on April 1, 2008.
6. (a) It is clarified that, upon the coming into effect of this Scheme, the following debts, liabilities, duties, and obligations of the Demerged Company (as on the Appointed Date) and being a part of the Demerged Undertaking shall, without any further act or deed, be and stand transferred to and be deemed to be transferred to the Resulting Company to the extent that they are outstanding as on the Effective Date, and shall become the debts, liabilities, duties and obligations of the Resulting Company which shall meet, discharge and satisfy the same:
- (i) the liabilities which arose out of the activities or operations of the Demerged Undertaking and which are more particularly specified in the notes to the Statement of Assets and Liabilities as on April 1, 2008 ; and
 - (ii) the general or multipurpose borrowings of the Demerged Company the amount of which in the aggregate stands in the same proportion which the value of the assets (being the fixed

assets, investments, gross current assets) transferred to the Resulting Company bears to the assets of the Demerged Company on the Appointed Date.

- (b) Where any of the debts, liabilities, duties and obligations of the Demerged Company as on the Appointed Date deemed to be transferred to the Resulting Company have been discharged by the Demerged Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company and all loans raised and used and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking after the Appointed Date and prior to the Effective Date, subject to the terms of this Scheme, shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Resulting Company and shall become the debts, liabilities, duties and obligations of the Resulting Company which shall meet discharge and satisfy the same.
- 7.
- (a) Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal), by or against the Demerged Company and relating to the Demerged Undertaking, under any statute, whether pending on the Appointed Date or which may be instituted any time thereafter, shall be continued and enforced by or against the Resulting Company after the Effective Date. The Demerged Company shall in no event be responsible or liable in relation to any such legal or other proceedings against the Resulting Company. The Resulting Company shall be added as party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Demerged Company.
 - (b) If proceedings are taken against the Demerged Company in respect of the matters referred to in sub-clause (a) above, it shall defend the same in accordance with the advice of the Resulting Company and at the cost of the Resulting Company, and the latter shall reimburse and indemnify the Demerged Company against all liabilities and obligations incurred by the Demerged Company in respect thereof.
 - (c) The Resulting Company undertakes to have all legal or other proceedings initiated by or against the Demerged Company referred to in sub-clause (a) above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Resulting

Company to the exclusion of the Demerged Company. Both companies shall make relevant applications in that behalf.

8. The Demerged Company, with effect from the Appointed Date and up to and including the Effective Date:
 - (a) shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Undertaking and stand possessed of all the estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Demerged Undertaking for and on account of, and in trust for, the Resulting Company;
 - (b) all profits accruing to the Demerged Company, or losses arising or incurred by it (including the effect of taxes if any thereon), relating to the Demerged Undertaking for the period after the Appointed Date based on the audited accounts of the Demerged Company shall for all purposes, be treated as the profits or losses, as the case may be, of the Resulting Company; and
 - (c) the Demerged Company shall carry on the Remaining Business in terms of Clause 15 of this Scheme distinctly and as a separate business from the Demerged Undertaking.
9. The Demerged Company undertakes that it will preserve and carry on the business of the Demerged Undertaking with reasonable diligence and business prudence and shall not, upto and including the Effective Date, undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber the Demerged Undertaking or any part thereof unless the prior written consent of the board of directors of the Resulting Company has been obtained in relation to any of the above, and agrees that it shall not make any decisions or undertake any business outside the capital expenditure plan and such other plans as have been approved by the board of directors of the Demerged Company without the prior written consent of the board of directors of the Resulting Company.
10. From the date of filing of this Scheme with the High Court and upto and including the Effective Date, the Demerged Company shall not make any change in its capital structure in any manner either by any increase (including by way of issue of equity and/or preference shares on a rights basis or by way of a public issue, bonus shares and/or convertible debentures or otherwise), decrease, reduction, reclassification, subdivision, consolidation, reorganisation, or in any other manner which may, in any way, affect the Share Entitlement Ratio, except with the prior approval of the board of directors of the Resulting Company.
11. (a) Upon the coming into effect of this Scheme, all permanent employees of the Demerged Company engaged in the Demerged Undertaking as on such date shall become the permanent employees of the Resulting Company, and,

subject to the provisions hereof, on terms and conditions not less favorable than those on which they are engaged in the Demerged Undertaking and without any interruption of service as a result of the transfer of the Demerged Undertaking. A list of the employees relating to the Demerged Undertaking employed by the Demerged Company as on the date of filing this Scheme has been separately agreed between the Demerged Company and the Resulting Company. The Resulting Company agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such employees with the Demerged Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

- (b) In so far as the existing gratuity funds and gratuity liabilities and pension and/or superannuation fund trusts (including senior officers superannuation fund) and retirement fund or benefits created by the Demerged Company for its employees (including employees of the Demerged Undertaking) are concerned, such proportion of the investments made by the funds and liabilities which are referable to the employees of the Demerged Company who are being transferred to the Resulting Company in terms of sub clause (a) above shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. In the event that the Resulting Company has its own funds in respect of any of the funds or liabilities referred to above, such investments shall, subject to the necessary approvals and permissions, be transferred to the relevant funds of the Resulting Company. In the event that the Resulting Company does not have its own fund in respect of any of the aforesaid matters, the Resulting Company may, subject to necessary approvals and permissions, continue to contribute in respect of the employees engaged in the Demerged Undertaking to the relevant funds or discharge such liabilities of the Demerged Company, until such time that the Resulting Company creates its own fund, at which time the investments, contributions and liabilities pertaining to the employees of the Demerged Undertaking shall be transferred to the funds created by the Resulting Company.
- (c) (i) In respect of the stock options outstanding under the Employees Stock Option Plan dated September 20, 2000 administered by D-Link (India) Limited ESOP Trust (the “**Stock Option Scheme I**”) in the hands of the employees of the Demerged Undertaking, it is hereby clarified that the options which have been granted but have not vested in the employees of the Demerged Undertaking as of the Effective Date would lapse. The Resulting Company will put in place a suitable stock option scheme on terms and conditions not less favourable to the employees than those of

the Stock Option Scheme I which will be offered to such employees of the Demerged Undertaking whose options under the Stock Option Scheme I have lapsed pursuant to this Clause. The options under the Stock Option Scheme I which, as of the Effective Date, have been vested in employees of the Demerged Undertaking but have not been exercised, would lapse within 90 (ninety) days after the Effective Date.

- (ii) For the avoidance of doubt it is hereby clarified that upon the coming into effect of this Scheme, the options granted, under and pursuant to the Stock Option Scheme I to the employees of the Remaining Business as of the Effective Date would continue and the exercise price of such options would be suitably re-priced in order to compensate the employees for reduction in the intrinsic value of the Demerged Company pursuant to the de-merger of the Demerged Undertaking.
 - (d)
 - (i) In respect of the Employees Stock Option Plan dated October 26, 2007 (the “**Stock Option Scheme II**”) the Resulting Company will put in place a suitable stock option scheme on terms and conditions not less favourable to the employees than those of the Stock Option Scheme II which will be offered to such employees of the Demerged Undertaking entitled to be issued options under Stock Option Scheme II.
 - (ii) For the avoidance of doubt it is hereby clarified that upon the coming into effect of this Scheme, Stock Option Scheme II would continue for the benefit of the employees of the Remaining Business as of the Effective Date.
12. (a) The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking under Clause 3 hereof and the continuance of the proceedings by or against the Resulting Company under Clause 7 hereof shall not affect any transaction or proceedings already completed by the Demerged Company on or before the Appointed Date to the end and intent that, subject to Clause 9, the Resulting Company accepts all acts, deeds and things done and executed by and/or on behalf of the Demerged Company as acts, deeds and things done and executed by and on behalf of the Resulting Company.
- (b) All transactions between Demerged Company and the Resulting Company from the Appointed Date and upto and including the Effective Date shall be completed on an arms length basis on such terms as may be mutually agreed to between the Demerged Company and the Resulting Company.

SECTION 2 - REMAINING BUSINESS

13. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company subject to Section 3 of this Part II of this Scheme in relation to charges thereon in favour of banks, financial institutions and trustees for the debenture-holders.

14. (a) All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced by or against the Demerged Company after the Effective Date, which shall keep the Resulting Company fully indemnified in that behalf. Subject to the foregoing, the Resulting Company shall in no event be responsible or liable in relation to any other legal or other proceeding against the Demerged Company.

- (b) If proceedings are taken against the Resulting Company in respect of the matters referred to in sub-clause (a) above, it shall defend the same in accordance with the advice of the Demerged Company and at the cost of the Demerged Company, and the latter shall reimburse and indemnify the Resulting Company against all liabilities and obligations incurred by the Resulting Company in respect thereof.

15. With effect from the Appointed Date and up to and including the Effective Date:
 - (a) The Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Business for and on its own behalf;

 - (b) All profits accruing to the Demerged Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Demerged Company.

SECTION 3 - LIABILITIES

16. LOANS, DEBENTURES AND RELATED SECURITY

- (a) The liabilities of the Demerged Company relating to the Demerged Undertaking which are to be transferred to the Resulting Company in terms of this Part II (the “**Transferred Liabilities**”) being a part of the Demerged Undertaking shall, upon coming into effect of this Scheme and subject to sub-clause (b) below, without any further act or deed, become liabilities of the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had incurred such liabilities.

For the purposes of this clause, the “liabilities of the Demerged Company relating to the Demerged Undertaking” shall include:

- (i) the liabilities which arise out of the activities or operations of the Demerged Undertaking;
 - (ii) the specific loans or borrowings (including debentures raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking); and
 - (iii) in cases other than those referred to in (i) or (ii) above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred pursuant to the Demerger bears to the total value of the assets of the Demerged Company immediately prior to the Effective Date.
- (b) In so far as the existing security in respect of the Transferred Liabilities is concerned, such security shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Demerged Undertaking which have been charged and secured in respect of the Transferred Liabilities as transferred to the Resulting Company pursuant to Part II of this Scheme. Provided that if any of the assets comprised in the Demerged Undertaking which are being transferred to the Resulting Company pursuant to Part II of this Scheme have not been charged or secured in respect of the Transferred Liabilities, such assets shall remain unencumbered and the existing security referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above.
- (c) In so far as the Transferred Liabilities which have been secured only by the assets of the Remaining Business are concerned, it is clarified that the Resulting Company shall create adequate security equivalent to the value of the security over the assets of the Remaining Business in respect of the Transferred Liabilities, and such security shall extend to

and operate over the assets of the Demerged Undertaking that are being transferred to the Resulting Company pursuant to this Scheme.

- (d) In so far as the assets comprising the Remaining Business are concerned, and the security over such assets relating to the Transferred Liabilities are concerned, the same shall, without any further act, instrument or deed be released and discharged from the obligations and security relating to the same. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above.
- (e) Further, in so far as the assets comprised in the Demerged Undertaking are concerned, the Encumbrance over such assets relating to any loans which are not transferred pursuant to this Scheme (and which shall continue with the Demerged Company), shall without any further act or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.
- (f) Without any prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Demerged Company and the Resulting Company shall execute any instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, Goa respectively to give formal effect to the above provisions, if required.
- (g) The Demerged Company and the Resulting Company shall enter into and execute such further deeds, documents or writings as may be required to give effect to the provisions of this Clause 16.
- (h) Upon the coming into effect of this Scheme, the Resulting Company alone shall be liable to perform all obligations in respect of the Transferred Liabilities, and the Demerged Company shall not have any obligations in respect of the Transferred Liabilities, and the Resulting Company shall indemnify the Demerged Company in this behalf.
- (i) It is expressly provided that, save as mentioned in this Clause 16, no other term or condition of the Transferred Liabilities is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- (j) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause 16 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall stand modified and/or superseded by the

foregoing provisions.

SECTION 4 - REORGANISATION OF CAPITAL

17. The provisions of this Section shall operate notwithstanding anything to the contrary in this Scheme.
18. In consideration of the provisions of Part II of this Scheme and as an integral part of this Scheme, the share capital of the Demerged Company and the Resulting Company shall be restructured and reorganised in the manner set out in Clauses 19 to 25 below
19. (a) Upon the Effective Date and in consideration of the Demerger, including the transfer and vesting of the Demerged Undertaking in the Resulting Company pursuant to Part II of this Scheme, the Resulting Company shall, without any further act or deed, issue and allot to each member of the Demerged Company whose name is recorded in the register of members of the Demerged Company on the Record Date, in the ratio of 1 equity share in the Resulting Company of Rs. 2/- each credited as fully paid-up for every 1 equity share of Rs. 2/- each fully paid up held by such member in the Demerged Company (the “**Share Entitlement Ratio**”).
- (b) As an integral part of the Scheme, upon the Effective Date, 2,50,000 (Two Lakh and Fifty Thousand)] equity shares of face value Rs. 2/- (Rupees Two) held by the Original Shareholders in the Resulting Company shall be extinguished on the Effective Date and the amount paid thereon shall be refunded to each of the Original Shareholders by the Resulting Company in the proportion paid by them, and the paid up equity share capital of the Resulting Company shall stand reduced accordingly. The reduction of share capital shall be undertaken in accordance with provisions of Sections 100 to 103 of the Act and the Order of the High Court sanctioning the Scheme shall be deemed to be also the Order under Section 102 of the Act for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital, and the provisions of Section 101 of the Act will not be applicable. Notwithstanding the reduction in the equity share capital of the Resulting Company, the Resulting Company shall not be required to add “And Reduced” as a suffix to its name.
20. The shares issued to the members of the Demerged Company pursuant to Clause 19 above shall be issued in dematerialised form by the Resulting Company, unless otherwise notified in writing by the shareholders of the Demerged Company to the Resulting Company on or before such date as may be determined by the board of directors of the Resulting Company

or a committee thereof. In the event that such notice has not been received by the Resulting Company in respect of any of the members of the Demerged Company, the shares shall be issued to such members in dematerialised form provided that the members of the Demerged Company shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations as may be required. It is only thereupon that the Resulting Company shall issue and directly credit the dematerialised securities to the account of such member with the shares of the Resulting Company. In the event that the Resulting Company has received notice from any member that shares are to be issued in certificate form or if any member has not provided the requisite details relating to the account with a depository participant or other confirmations as may be required, then the Resulting Company shall issue shares in certificate form to such member.

21. Equity shares to be issued by the Resulting Company pursuant to Clause 19 in respect of such of the equity shares of the Demerged Company which are held in abeyance shall also be kept in abeyance.

22. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the board of directors or any committee thereof of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Demerged Company as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the share in the Resulting Company and in relation to the shares issued by the Resulting Company after the effectiveness of this Scheme.

The board of directors of the Demerged Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Resulting Company on account of difficulties faced in the transaction period.

The equity shares to be issued and allotted by the Resulting Company in terms of Clause 19 above shall rank *pari passu* in all respects with the existing equity shares of the Resulting Company.

23. Equity shares of the Resulting Company issued in terms of Clause 19 above shall be listed and/or admitted to trading on the Bombay Stock Exchange and the National Stock Exchange.

24. Unless otherwise determined by the board of directors or any committee thereof of the Demerged Company and the board of directors or any committee thereof of the Resulting Company, issuance of shares in terms of Clause 19 of this Part shall be done within 90 (ninety) days from the Effective Date.

25. (a) The capital clause of the Memorandum of Association of the Resulting Company and Article 4 of the Articles of Association of the Resulting Company shall, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause:

MEMORANDUM OF ASSOCIATION

“The authorized share capital of the Company is Rs. 7,00,00,000/- (Rupees Seven Crores Only) divided into 3,50,00,000 (Three crores Fifty Lakhs) equity shares of Rs. 2/- (Rupees Two) each, with the rights, privileges and conditions attached thereto with the power to vary, modify or abrogate such rights, privileges and conditions as may be provided by the Articles of Association of the Company for the time being. The Board of Directors shall have the power to classify as and when required the shares as equity or preference shares and attach thereto respectively such preferential, deferred, qualified or special rights, privileges and conditions and also the power to increase or reduce the capital of the Company as may be determined in accordance with the Articles of Association of the Company.”

ARTICLES OF ASSOCIATION

“The share capital of the company shall be Rs. 7,00,00,000/- (Rupees Seven Crores Only) divided into 3,50,00,000 (Three crores Fifty Lakhs) equity shares of Rs. 2/- (Rupees Two) each with the power to increase or reduce such capital from time to time in accordance with the regulations of the company and the legislative provisions for the time being in force in this behalf and with the power also to divide the shares in the capital for the time being into equity share capital and preference share capital and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions.”

- (b) Pursuant to this Scheme, the Resulting Company shall file the requisite forms with the Registrar of Companies for alteration of its authorised share capital.

SECTION 5 - GENERAL TERMS & CONDITIONS

26. With effect from the Appointed Date, and subject to any correction and adjustments as may be required, in the opinion of the Board of Directors of the Demerged Company and Resulting Company, the reserves and surplus shall be accounted for and treated in the books of account of the Demerged Company and Resulting Company as described below:

- (a) The balance lying in the credit of Capital Reserve shall remain in the books of Demerged Company.
- (b) The balance lying to the credit of Revaluation Reserve shall remain in the books of the Demerged Company.
- (c) Out of the balance lying to the credit of the Share Premium account of the Demerged Company, a sum of Rs. 20,51,34,440 shall be credited to an account by the name of Share Premium Account to be created/existing in the books of Resulting Company and the same shall be extinguished from the books of the Demerged Company.

The reduction, in the Securities Premium Account of the Demerged Company shall be effected as an integral part of the Scheme in accordance with the provisions of Section 78 and Sections 100 to 103 of the Act and the Order of the High Court sanctioning the Scheme shall be deemed to be also the Order under Section 102 of the Act for the purpose of confirming the reduction.

- (d) Out of the balance lying to the credit of the General Reserves of the Demerged Company, a sum of Rs. 6,38,20,263 shall be credited by the Demerged Company towards an account by the name of General Reserves to be created/existing in the books of Resulting Company and the same shall be extinguished from the books of the Demerged Company.
 - (e) Out of the balance lying to the credit of the Surplus in the Profit and Loss Account of the Demerged Company, a sum of Rs. 37,72,07,772 shall be credited by the Demerged Company towards an account by the name of Surplus in the Profit and Loss account to be created/existing in the books of Resulting Company and the same shall be extinguished from the books of the Demerged Company.
27. (a) The Demerged Company and the Resulting Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.
- (b) The equity shares of the Resulting Company to be issued and allotted to the equity shareholders of the Demerged Company as provided in Clause 19 hereof shall be entitled to dividends from the Appointed Date. The holders of the shares of the Demerged Company and the Resulting Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.

- (c) It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Demerged Company and/or the Resulting Company to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective boards of directors of the Demerged Company and the Resulting Company and subject to the approval of the shareholders of the Demerged Company and the Resulting Company respectively.

- 28.
 - (a) Upon the later of the dates of effectiveness of the Scheme and completion of the share exchange as set out in Clauses 30 to 32 hereof the Resulting Company shall be re-named as “D-Link India Limited” and the Demerged Company shall be re-named as “Smart Link Network Systems Limited”. The Resulting Company and the Demerged Company shall also comply with the requirements of change in name in the share certificates held in physical form.

 - (b) The Demerged Company shall have the right to use the “D-LINK” mark and brand from the date of filing of this Scheme and upto the date till which the Demerged Company completes all the formalities required under applicable Laws for change of name from “D-Link India Limited” to “Smart Link Network Systems Limited” and for this purpose, the Resulting Company shall enter into an arrangement (whether in the form of a licensing agreement or otherwise) pursuant to which the Resulting Company shall license the brand name “D-LINK” to the Demerged Company during this period on such terms and conditions as may be mutually agreed to between the Resulting Company and the Demerged Company.

- 29.
 - (a) The Demerged Company and the Resulting Company shall enter into arrangements in respect of the following:
 - (A) premises that are leased to the Demerged Company and partly occupied by the Demerged Undertaking;
 - (B) usage of call centre services, provision of back office support and service centres for a period of 3 years by the Resulting Company at an arm’s length price;
 - (C) maintenance of the active networking products bearing “D-LINK” mark subsequent to the Scheme becoming effective;
 - (D) transfer of security deposits in relation to the Premises;

- (E) contract manufacturing of active networking products for Resulting Company for a period of 3 years;
- (F) responsibility for providing spares where an extended warranty has been provided and in cases of supplies provided in response to tenders; and
- (G) appointment of Mr. K. R. Naik as a non-executive director of the Resulting Company for a period of six months from the Effective Date, on terms and conditions mutually agreed.

PART III - SHARE EXCHANGE

- 30. Upon issuance and allotment of shares of the Resulting Company to the shareholders of the Demerged Company in accordance with Clause 19 and within a period of 30 days thereof:
 - (a) KRN shall, under and pursuant to this Scheme, transfer 72,16,166 equity shares of Rs. 2/- held by it in the Resulting Company, constituting 24.05% of the equity share capital of the Resulting Company (“**KRN Shares**”) to D-Link Mauritius, in exchange for the transfer by D-Link Mauritius to KRN of 1,08,98,497 equity shares of Rs. 2/- each held by D-Link Mauritius in the Demerged Company, constituting 36.32% of the equity share capital of the Demerged Company (“**D-Link Shares**”); and
 - (b) D-Link Mauritius shall pay KRN USD 5,000,000 (United States Dollars Five Million Only), as additional consideration for the KRN Shares (the “**Share Exchange**”).
- 31. The Share Exchange will be subject to the approval of the Reserve Bank of India under the provisions of the Foreign Exchange Management (Transfer or Issue of any Security) Regulations, 2000 and subject to such approvals as may be required and subject to such declarations and undertakings as may be required by the approving authorities under applicable Laws.
- 32. All costs incurred in relation to this Scheme prior to the date of sanction of this Scheme by the High Court, including costs relating to fees of professional advisors shall be shared equally between the Demerged Company and the Resulting Company. All costs incurred in giving effect to the Scheme following the date of sanction of this Scheme by the High Court, including stamp duty, if any, for the Share Exchange and costs relating to the listing of securities of the Resulting Company under this Scheme will be borne by the Resulting Company. . The stamp duty, if any, on the Scheme shall be shared equally by the Demerged Company and the Resulting Company.

PART IV - OTHER TERMS & CONDITIONS

The provisions of this Part shall be applicable to both the Demerger pursuant to Part II as well as the swap of shares pursuant to Part III hereof.

33. Demerged Company and Resulting Company shall make necessary applications before the High Court for the sanction of this Scheme of Arrangement under Sections 391 and 394 of the Act.
34. The shares allotted by the Resulting Company to the shareholders of the Demerged Company pursuant to the Scheme shall remain frozen in the depositories system till listing/ trading permission is given by the designated stock exchange. For the avoidance of doubt it is clarified that the shares of the Resulting Company that shall be transferred pursuant to the Share Exchange as contemplated in Clause 30 of the Scheme, shall be frozen in the depositories system immediately after the completion of the Share Exchange, till listing/ trading permission is given by the designated stock exchange. Save as otherwise provided in the Scheme, there shall be no change in the shareholding pattern or control in the Resulting Company between the Record Date and the date of listing of the shares of the Resulting Company.
35.
 - (a) Demerged Company (by its Board of Directors) and Resulting Company (by its Board of Directors), either by themselves or through a committee appointed by them in this behalf, may, in their full and absolute discretion, assent to any alteration or modification to this Scheme which the Court may deem fit to approve or impose.;
 - (b) Demerged Company (by its Board of Directors) and Resulting Company (by its Board of Directors), (either by themselves or through a committee appointed by them in this behalf), may give such directions as they may consider necessary to settle any question or difficulty arising under this Scheme in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders of the respective companies), or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under law).
 - (c) Demerged Company (by its Board of Directors) and Resulting Company (by its Board of Directors), (either by themselves or through a committee appointed by them in this behalf), may, in their full and absolute discretion, modify, vary or withdraw this Scheme

prior to the Effective Date in any manner at any time. Demerged Company (by its Board of Directors) and Resulting Company (by its Board of Directors), (either by themselves or through a committee appointed by them in this behalf) may also at any time make such modifications as they may consider necessary in relation to the procedure and modalities of effecting the transactions contemplated herein.

- (d) Any issue as to whether any asset, liability, employee, legal or other proceedings pertains to the Demerged Undertaking or not shall be decided by the Boards of Directors of the Demerged Company and the Resulting Company, either by themselves or through a committee appointed by them, on the basis of any evidence that they may deem relevant for this purpose.

36. This Scheme is conditional upon and subject to:

- (a) this Scheme being agreed to by the respective requisite majorities of the various classes of members and creditors (where applicable) of the Demerged Company and the Resulting Company as required under the Act and the requisite orders of the High Court being obtained;
- (b) such other sanctions and approvals including but not limited to in principle approvals, sanctions of any Governmental Authority (including in relation to the exchange of shares pursuant to Part III of the Scheme) as may be required by law in respect of this Scheme being obtained; and
- (c) the certified copies of the orders of the High Court referred to in this Scheme being filed with the Registrar of Companies, Goa.

SCHEDULE - I

STATEMENT OF ASSETS AND LIABILITIES AS AT OPENING HOURS OF BUSINESS ON 1ST April, 2008 DEMERGED RESULTING

	COMPANY	COMPANY
1 Fixed assets		
Gross block	888,247,259	12,370,887
Less: Depreciation	295,505,498	4,438,356
Net block	592,741,761	7,932,531
Capital work-in-progress	8,032,968	-
	600,774,729	7,932,531
2 Investments	681,707,213	361,465,047
3 Deferred Tax Assets		4,279,543
4 Current assets, loans and advances		
Inventories	232,393,830	106,644,166
Sundry debtors	318,419,651	267,313,845
Cash and bank balances	45,169,875	
Loans and advances	116,678,688	36,472,489
Total - Current Assets	712,662,044	410,430,500
TOTAL ASSETS (A)	1,995,143,986	784,107,621
TOTAL LIABILITIES		
5 Current liabilities and provisions		
Current liabilities	358,033,669	134,567,311
Provisions	102,767,534	2,630,917
Total - Current Liabilities & Provisions	460,801,203	137,198,228
6 Loan funds	1,871,635	746,918
7 Deferred tax liability	54,645,752	
TOTAL LIABILITIES (B)	517,318,590	137,945,146
NET WORTH (A - B)	1,477,825,396	646,162,475
8 Equity Share capital	60,009,700	
Employee stock options outstanding	13,331,948	

9 Reserves and surplus

Capital reserve	2,500,000	-
Securities premium account	278,614,693	205,134,440
General reserve	148,913,948	63,820,263
Revaluation reserve	41,798,892	-
Surplus in Profit and Loss account	932,656,215	377,207,772
TOTAL	1,477,825,396	646,162,475

Contingent liabilities, in respect of

a. Show cause notices received from customs authorities relating to Imports made in earlier years. The Company has filed replies to These notices and does not expect any demand to materialize.	242733026	-
b. Disputed demands of customs duty pending before the Customs, Excise and Service Tax Appellate Tribunal (CESTAT) (pending with Commissioner Of Customs (Appeals) in the previous year)	2,414,221	-
c. Show cause notices received from Excise authorities In connection with valuation of products manufactured by the company for the purpose of calculation of excise duty. - The Company has filed reply to these notices and Does not expect any demand to materialize.	4,333,506	-
d. – Disputed demand of excise duty pending before CESTAT	34,089,496	-
- Disputed penalty demands of Excise authorities pending before the CESTAT	34,089,496	-
e. Disputed penalty demands of Excise Authorities Pending before the CESTAT/(pending with CESTAT/ Commissioner of Excise (Appeals) in the previous year)	802,041	-
f. Custom duty paid under protest The raw material/ trading material/ software imported By the company are subjected to different rates of Customs department has objected to the classifications Adopted by the company for certain items and has Demanded additional duty for the same. The company Paid such differential duty under protest. The same is included under advances recoverable in Cash or in kind in Schedule 4 pending resolution of the Dispute.		

SCHEDULE II

Sales Office	Address	Agreement Period	Name of the Landlord	Date of Agreement
KOLKATTA	Premises at, 3 rd Floor, No. 49/2, Purna Das Road, Kolkatta – 700029	01.08.2005 to 31.07.2008	Conveno Estate Managers PVT LTD	Being renewed pursuant to agreement dated 20 th July, 2005
BHUBANES HWAR	Office at, A Block, No. 401, Nirmala Plaza, A-1 Forest Part, Bhubaneshwar 751006	01.01.2008 to 31.12.2013	Nirmala Chhotrai	16 th January, 2003
AHMEDAB AD	Office No. 404, 4 th Floor, Sapath II Complex ,Nr Gandhinagar Sarkhej Highway, Bodakdev, Ahmadabad	05.08.2008 to 04.08.2011	Sanman Telecom Centre	8 th August, 2008
JAMSHEDP UR	Office at 1/2A, H S Tower, L Road, Bisturpur, Jamshedpur	16.07.2006 to 15.07.2009	Mangilal Chawla	16 th July, 2006
BANGALO RE	Office at #1014, Sumati 17 th Main, 1 st Stage, BTM Layout, Bangalore-560029	1.03.2008 to 30.11.2010	Arati Naik	1 st March, 2008
CHENNAI	Office at JVL Plaza, 606, First Floor, Anna Salal, Teynampet, Chennai- 600018	01.05.2008 to 30.04.2011	N Ramchandran/ R. Rajesh Babu	24 th July, 2008
NEW DELHI	Office at, UGF, 8,11,12 & 13, Arunachal Building, Barakhamba Road, New Delhi - 110001	16.01.2008 to 15.01.2011	Volkart Flaming Shipping Services Ltd.	7 th January, 2008

SCHEDULE III

List of family members of Mr. K.R. Naik, holding shares in the Demerged Company

Mrs. Sudha Kamalaksha Naik

Mrs. Lakshana Amit Sharma

Miss Arti Naik

Mr. K.R. Naik as Hindu Undivided Family (HUF)

(together with Mr. K. R. Naik, “**KRN**”)

IN THE HIGH COURT OF BOMBAY, GOA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY APPLICATION NO. 42 OF 2008

In the matter of the Companies Act, 1956;

And

In the matter of Smartlink Network Systems Limited, a company incorporated under the Companies Act, 1956 having its registered office at L-5, Verna Electronic City, Verna Plateau, Verna, Goa – 40372

And

In the matter of the Scheme of Arrangements between D-Link (India) Limited and Smartlink Network Systems Limited and their respective Shareholders and Creditors.

Smartlink Network Systems Limited, a)
Company incorporated under the Companies)
Act, 1956 having its registered office at L-5,)
Verna Electronic City, Verna Plateau, Verna,)
Goa – 403722.) ... Applicant

Quorum: N.A. Britto, J.
Date: 24th November 2008.

MINUTES OF THE ORDER

Upon the Application of the Applicant Company above named by Summons for Directors dated 12th November, 2008, and upon hearing Shri. Mahesh Sonak, Counsel instructed by Amarchand & Mangaldas & Suresh A Shroff & Company, Advocate for the Applicant Company and upon reading the Affidavit of Shri Bhushan Prabhu, the Authorised Signatory of the Applicant Company, Affirmed on 12th day of November 2008 and the Exhibits referred therein, IT IS ORDERED:

1. That a meeting of the equity shareholders of the applicant Company for the purpose of considering and if thought fit approving with or without modification to seek their approval to the scheme of Arrangement between D-Link (India) limited and SmartLink Network Systems Limited and their respective shareholders and creditors, is hereby dispensed within view of the letters of consent given by all the Equity Shareholders of the Applicant Company, which is annexed as Exhibits 'H-1' to the Affidavit in Support of the Summons for Directors.
2. There are no secured and unsecured creditors of the Applicant Company as mentioned in paragraph 14 of the Affidavit in Support of the Summons for Directions. Hence convening and holding the meetings of secured and unsecured creditors of the Applicant Company to seek their approval to the Scheme of Arrangements does not arise.

Dated this 24th day of November, 2008

COMPANY JUDGE

