



**Elgi Rubber Company Limited**

2000 Trichy Road • Coimbatore 641 005 • India • CIN : L25119TZ2006PLC013144  
+91 (422) 232 1000 • info@in.elgirubber.com • www.elgirubber.com

Ref: ERCL/SEC/2018/Sep/02

3<sup>rd</sup> October, 2018

The Manager – Listing  
The National Stock Exchange of India Limited,  
Exchange Plaza, Bandra Kurla Complex, Bandra East,  
Mumbai – 400 051

Dear Sir,

Sub: Certified copy of amended Memorandum and Articles of Association of the Company – reg.

In continuation to our earlier intimation dated 21<sup>st</sup> June, 2018 and the proceedings of the 12<sup>th</sup> AGM held on 09<sup>th</sup> August, 2018, which was submitted on 10<sup>th</sup> August, 2018, we are forwarding herewith the certified copies of the following, as approved by the Shareholders of the Company at their Annual General Meeting held on August 9, 2018, for your records:

- a. Altered Memorandum of Association; and
- b. Articles of Association altered in line with the provisions of the Companies Act, 2013

Kindly take the above on record.

Thanking you,  
Sincerely,  
For Elgi Rubber Company Limited

A handwritten signature in black ink, appearing to read 'Santhanakrishnan V'.

Santhanakrishnan V  
Company Secretary

Encl.: As above

**MEMORANDUM OF ASSOCIATION  
AND  
ARTICLES OF ASSOCIATION  
OF  
ELGI RUBBER COMPANY LIMITED**  
(Formerly Elgi Rubber International Limited)



सत्यमेव जयते

**Form 1**

# **Certificate of Incorporation**

Corporate Identity Number : **U25119TZ2006PLC013144**

**2006 - 2007**

I hereby certify that **ELGI AVIATION TYRES 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 Coimbatore this **SIXTEENTH** day of **OCTOBER TWO THOUSAND SIX.**



  
(**CHANDRASEKARAN S**)

**ASST. Registrar of Companies**  
Tamil Nadu, Coimbatore

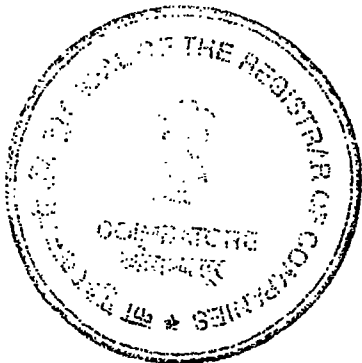


**Certificate for Commencement of Business**  
Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : **U25119TZ2006PLC013144**

I hereby certify that the **ELGI AVIATION TYRES LIMITED** which was incorporated under the Companies Act, 1956(No. 1 of 1956) on the **SIXTEENTH** day of **OCTOBER TWO THOUSAND SIX**, 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 Coimbatore this **TWENTY EIGHTH** day of **FEBRUARY TWO THOUSAND SEVEN**.



*R. Rajagopalan*  
(RAJAGOPALAN P)

**Registrar of Companies**  
Tamil Nadu, Coimbatore

TELEGRAM: COMPANYREG

TEL:0422 - 2318170/2319640

GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS  
OFFICE OF THE REGISTRAR OF COMPANIES  
TAMILNADU, COIMBATORE  
2<sup>ND</sup> FLOOR, 683, STOCK EXCHANGE BUILDING  
SINGANALLUR, TRICHY ROAD, COIMBATORE-641005.

NO.S.21/13144/2010

DATED: 07.07.2010.

M/s Elgi Aviation Tyres Limited  
2000, Trichy Road,  
Singanallur,  
Coimbatore - 641 005.

Sirs,

Sub: Change of Name -- approval under section 21 of the Companies Act, 1956 --  
regarding.

With reference to the correspondence resting with your letter No.Nil received on 06.07.2010, I hereby approve and signify in writing under section 21 of the Companies Act, 1956 (I of 1956) read with the Government of India, Ministry of Industry, Department of Company Affairs, Notification No.GSR 507(E) dated 24<sup>th</sup> June, 1985, the change of name of the company

“ ELGI AVIATION TYRES LIMITED”

TO

“ ELGI RUBBER INTERNATIONAL LIMITED ”

2. Pursuant to the above and the Special Resolution passed for changing the name of your company, a Certificate under section 23 of the Companies Act, 1956, is hereby issued.



Encl: As stated above.

Yours faithfully,

(Dr.M.MANUNEETHI CHOLAN)  
Registrar of Companies  
Tamilnadu, COIMBATORE

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, तमिलनाडु, कोयंबतूर

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U25119TZ2006PLC013144

मेसर्स ELGI AVIATION TYRES LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मेसर्स  
ELGI AVIATION TYRES LIMITED

जो मूल रूप में दिनांक सोलह अक्टूबर दो हजार छह को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मेसर्स  
ELGI AVIATION TYRES 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 फी 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.एन्. A68432224 दिनांक 07/07/2010 के द्वारा  
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मेसर्स  
ELGI RUBBER INTERNATIONAL 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 कोयंबतूर में आज दिनांक सात जुलाई दो हजार दस को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Tamil Nadu, Coimbatore

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number.: U25119TZ2006PLC013144

In the matter of M/s ELGI AVIATION TYRES LIMITED

I hereby certify that ELGI AVIATION TYRES LIMITED which was originally incorporated on Sixteenth day of  
October Two Thousand Six under the Companies Act, 1956 (No. 1 of 1956) as ELGI AVIATION TYRES 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 A68432224 dated 07/07/2010 the name of the said company is this day changed to  
ELGI RUBBER INTERNATIONAL LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Coimbatore this Sevavth day of July Two Thousand Ten .



(Dr.M.MANUNEETHI CHOLAN)

कम्पनी रजिस्ट्रार / Registrar of Companies  
तमिलनाडु, कोयंबतूर  
Tamil Nadu, Coimbatore

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख के अनुसार रजिस्ट्रार के कार्यालय का पता :  
Mailing Address as per record available at Registrar of Companies office:

ELGI RUBBER INTERNATIONAL LIMITED  
2000 TRICHY ROAD, SINGANALLUR,  
COIMBATORE - 641005,  
Tamil Nadu, INDIA

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, तमिलनाडु, कोयंबतूर

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U25119TZ2006PLC013144

मैसर्स ELGI RUBBER INTERNATIONAL LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स  
ELGI RUBBER INTERNATIONAL LIMITED

जो मूल रूप में दिनांक सोलह अक्टूबर दो हजार छह को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स  
ELGI AVIATION TYRES 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. नि. 507 (अ) दिनांक 24.8.1985 एस्.आर.एन्. B09380635 दिनांक 07/04/2011 के द्वारा  
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स  
ELGI RUBBER COMPANY 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 कोयंबतूर में आज दिनांक सात अप्रैल दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Tamil Nadu, Coimbatore

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U25119TZ2006PLC013144

In the matter of M/s ELGI RUBBER INTERNATIONAL LIMITED

I hereby certify that ELGI RUBBER INTERNATIONAL LIMITED which was originally incorporated on Sixteenth day of October Two Thousand Six under the Companies Act, 1956 (No. 1 of 1956) as ELGI AVIATION TYRES 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 B09380635 dated 07/04/2011 the name of the said company is this day changed to ELGI RUBBER COMPANY LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Coimbatore this Seventh day of April Two Thousand Eleven.



(Dr.M.MANUNEETHI CHOLAN)

कम्पनी रजिस्ट्रार / Registrar of Companies  
तमिलनाडु, कोयंबतूर  
Tamil Nadu, Coimbatore

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :  
Mailing Address as per record available in Registrar of Companies office:  
ELGI RUBBER COMPANY LIMITED  
2000 TRICHY ROAD, SINGANALLUR,  
COIMBATORE - 641005,  
Tamil Nadu, INDIA



सत्यमेव जयते

**GOVERNMENT OF INDIA**  
**MINISTRY OF CORPORATE AFFAIRS**

Registrar of companies, Coimbatore  
Stock Exchange Building, 2nd Floor 683, Trichy Road, Coimbatore, Tamil Nadu, India, 641005

Corporate Identity Number: L25119TZ2006PLC013144

**SECTION 13(1) OF THE COMPANIES ACT, 2013**

**Certificate of Registration of the Special Resolution Confirming Alteration of  
Object Clause(s)**

The shareholders of M/s ELGI RUBBER COMPANY LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 09-08-2018 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Coimbatore this Twenty seventh day of August Two thousand eighteen.

DS MINISTRY OF  
CORPORATE  
AFFAIRS 21

LATHA PARIMALAVADANA K

Registrar of Companies  
RoC - Coimbatore

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

ELGI RUBBER COMPANY LIMITED

2000 TRICHY ROAD, SINGANALLUR, COIMBATORE, Tamil Nadu, India,  
641005



**MEMORANDUM OF ASSOCIATION  
OF  
ELGI RUBBER COMPANY LIMITED \***

- I. The name of the Company is **ELGI RUBBER COMPANY LIMITED \***  
(\* Amended vide Special Resolution passed by the Members at the EGM held on 12.11.2010.)
- II. The registered office of the Company will be situated in the State of Tamil Nadu.
- III. The objects for which the Company is established are:

**(A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED ON ITS INCORPORATION ARE:**

1. To carry on the business of manufacturers, retreaders, repairers, importers, exporters, buyers, sellers, distributors and dealers in all kinds and types of aeronautical tyres & tubes, service equipments and related accessories, materials and tools.
2. To construct, produce, prepare, manufacture, purchase, sell, import, export and generally to deal in all types of raw materials and machinery required for the manufacture, retreading and production of all types of tyres and semi - tyres for any type of vehicle, in particular for aircraft.
3. To carry on the business as manufacturers, importers, exporters, buyers, sellers and dealers in tyres and tubes, tyre treads, tread compounds, cushion compounds, repair materials, tyre retreading machinery and service equipment and related accessories, materials and tools.
4. To manufacture, produce, prepare, press, vulcanize, repair, retread, export, import, purchase, sell and generally to carry on business in tyres and semi-tyres for different types of vehicles, including buses, omnibuses, charabancs, trucks, lorries, automobiles, motor cycles, cycles, tractors, aeroplanes, and also in industrial tyres, inner tubes, flaps, miscellaneous repair materials and other articles and appliances made with or from natural or synthetic rubber.
5. To carry on the business of all or any kinds of agricultural, horticultural, dairy, marine and farm produces and products, developing substitute/alternative for natural rubber and rubber plantation, either on its own or through contract farming.\*\*
6. To carry on business of commodity trading (including commodity derivatives) by way of broking, trading and hedging and to act as brokers and traders in all commodities especially natural rubber and commodity derivatives, providers of service for commodity related activities buy, sell, take hold deal in, convert, modify, add value, transfer or otherwise dispose of commodities and commodity derivatives, and to carry on the business of commodity warehousing, processing and consumption.\*\*  
(\* Amended vide Special Resolution passed by the Members at the AGM held on 09.08.2018)

**(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:**

1. To enter into any agreements/contracts/arrangements with any individual, firm, company or corporation whether Indian or foreign for any collaboration, technical or otherwise or for imparting or obtaining any technical know-how, expert advice or information on such terms and conditions as may seem necessary and expedient.
2. To purchase, take on lease or otherwise acquire, land, building, plant, machinery and tools, for the purpose aforesaid and to construct, erect and equip, offices, dwellings and to work the same.

For Elgi Rubber Company Limited

V. Anand  
Company Secretary

For Elgi Rubber Company Limited

V. Anand  
Company Secretary

3. To purchase or otherwise acquire, erect, maintain, reconstruct and adopt any buildings, offices, workshops, plant, machinery accessories and other things found necessary or convenient for the purposes of the company.
4. To extend the business of the company by adding to, altering or enlarging, all or any of the buildings, premises and machinery for the time being the property or in possession of the company, also by erecting new or additional buildings on all or any of the lands for the time being the property or in possession of the company; and also by expending from time to time, such sums of money as may be necessary or expedient for the purposes of improving, adding to, repairing or maintaining the buildings, machinery and property for the time being in the possession of the company.
5. To apply for, register, purchase or by other means acquire and protect and renew, sell, let whether in India or elsewhere, any patents, patent right, Brevets D'invention, licences, trade marks, designs, protections and concessions which appear likely to be advantageous or useful to the Company and to use and turn to account and or grant licences or privileges in respect of the same and to expend money in experimenting upon, testing and in improving or seeking to improve any patents, inventions or rights which the company may acquire or propose to acquire.
6. To pay all or any of the expenses incurred in connection with the promotion, formation and incorporation of the Company or to contract with any person, firm or company and to pay for the same and to pay commission to brokers and other for underwriting, placing, selling or guaranteeing the subscription for any share, debentures, debenture stock or securities of this company.
7. To promote any other company or undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this company, and to place or guarantee the placing or underwrite, subscribe or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
8. To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the business which this company is authorised to carry on and as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm or company or to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for sharing profit or for co-operation or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
9. To enter into partnership or into any arrangements for sharing profits, amalgamation, 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 or engage in any business undertaking or transaction the company is authorised to carry on, and to lend money to guarantee the contracts of or otherwise assist any such person, firm or company, and to place, take, or otherwise acquire and hold shares or securities of any such person, firm or company, and to sell, hold, re-issue with or without guarantee or otherwise deal with the same.
10. To amalgamate by means of a scheme of arrangement with any other company or companies having objects altogether or in part similar to that of this company.
11. To distribute any of the property of the company among the members in specie in the event of winding-up but so that no distribution amounting to a reduction in capital be made without the sanction of the court, if requisite.

12. To enter into any arrangements, financial or otherwise with any Government or State or Authority (Supreme, municipal, local or otherwise) or any corporation, company or person, that may seem conducive to the attainment of the company's objects or any of them and obtain from any such Government authority, corporation, company or person any charters, decrees, rights, privileges, and concessions which the company may think desirable, and to carry out, exercise and comply with any charters, decrees, rights, privileges and concessions.
13. To establish and to maintain any agencies in any part of the world for the conduct of the business of the company or for the sale of any materials or things for the time being at the disposal of the company for sale.
14. To apply for, promote and obtain by any Act of Legislature or other authority for enabling the company to carry any of its objects into effect or for effecting any modification of the company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interest.
15. To guarantee the payment of the money and the performance of contracts or engagements entered into by any company or person, and to secure the payment of money and performance of any contracts or engagements entered into by this or any other company or person or firms, and to discharge any debt or other obligation of or binding upon this or any other company or person or to secure the same by creating mortgage and charges upon all or any part of the undertaking, property and rights of the company (either present or future or both) including its uncalled capital or by creation or issue of debentures, debenture stock or other securities or by any other means.
16. To sell, let, exchange, transfer, lease, mortgage or otherwise deal with the 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.
17. To adopt such means of making known the products of the company as may seem expedient and in particular by advertising in the press, by circulars, by purchases and exhibition of works of art of interest, by publication of books and magazines or periodicals.
18. To open current or deposit accounts with any bank or bankers in any part of the World and to pay into and draw money from such accounts.
19. To advance and lend money to any person, association, firm or company with or without security or wholly or partly secured on any terms upon any description of property, movable or immovable, existing or future, on securities, policies, shares, bonds, debentures, debenture stock, letters of credit, promissory notes, bills of exchange and other negotiable instruments, goods, wares and merchandise, bills of lading and other mercantile indicia or tokens and to deposit money with or without security with other companies or with any person, association of individuals or firms upon such terms as may be thought proper and from time to time to vary transactions in such names as the company may think fit.
20. To invest and deal with monies of the company not immediately required in its custody in such manner as may from time to time be determined and to open accounts, overdraft accounts and cash credits, with or without securities, to keep fixed or other deposits with banks, loan other concerns to buy, sell, exchange, hold or transfer or otherwise deal in shares, stocks, debentures of joint stock companies, local or foreign, securities and loans of any Government or any Government of Native States of India, debentures or loans or securities of Municipalities, District Boards, Local or Taluk Boards, Corporation or Public Bodies, Railways, Tramways, Port trust, Improvement Trust and all other securities of a similar nature.

21. To invest the surplus money of the company in subsidiary/wholly owned subsidiary companies either Indian or Foreign and to advance monies to such companies for the promotion of the business of the company.
22. To borrow or raise or secure payment of any money raised or to be raised or to secure or discharge any debt or obligation binding on the company in such manner as may be thought fit or to issue debentures (including debentures convertible into shares), debenture stock, bonds, obligations and securities of all kinds and to frame, constitute and secure the same as may seem expedient with full power to make the same transferable by delivery or by instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise and to charge or secure the same by trust deed or otherwise on the undertaking of the company or upon any specific property or rights, present or future, of the company including uncalled capital or otherwise howsoever.
23. Subject to the restrictions contained in the Banking Regulations Act, 1949 without carrying on the business of banking, to borrow money on deposits repayable at fixed dates from members, directors of the company for the business of the company on such terms as may seem expedient.
24. To draw, accept and make, and to endorse, discount and negotiate promissory notes, hundies, bills of exchange, bills of lading and all negotiable instruments as the company may think fit.
25. To insure with any person or company against losses, damages, risks, and liabilities of any kind which may affect the company either wholly or partially, and if thought fit, to effect any such insurance by joining or becoming a member of any mutual protection or indemnity association, federation or society and to accept any such insurance, or any part thereof for the account of the company.
26. To remunerate (by cash or otherwise or by other assets or by allotment of fully or partly paid shares or shares credited as fully or partly paid up or in any other manner) any person, firms, associations, or companies for services rendered or to be rendered or for rendering technical aid and advice, granting licences or permissions for the use of patents, trade secrets, trade marks, processes and in acting as trustees for debenture holders of the company or for subscribing or agreeing to subscribe whether absolutely or conditionally or for procuring or agreeing to procure subscriptions whether absolute or conditional, for any shares, debentures, or other securities of the company or of any company promoted by this company or for services rendered in or about the formation of the company or any company promoted by this company or in introducing any party or business to the company or in or about the conduct of the business of this company or for guaranteeing payment of such debenture stock or other securities and any interest thereon.
27. To have the company to be recognised in any part of the World.
28. To establish Overseas Branch(es), Warehouse(s), manufacturing facilities both in India and abroad.
29. To establish, join, support or aid in the establishment and support of associations, institutions, hospitals, funds, trusts and conveniences calculated to benefit employees or ex-employees of the company or the dependents or connections of such persons or the public and to make payment towards insurance and to subscribe, contribute or guarantee money for charitable or benevolent objects or for any exhibitions, the support of which will, in the opinion of the company, lead to the increase of its reputation or goodwill among its employees, customers, agents or the public.
30. To provide for the welfare of Directors or employees, or ex-employees of the company or its predecessors in business and the wives, widows and families or the dependents, connections of such Directors, employees or ex-employees, by building or contributing to the building of house or dwellings or quarters or by grants of money, pensions, gratuities, allowances, bonuses, insurances, profit sharing, bonuses or benefits or any other payments, subscribing or contributing to provident

and other associations, institutions, funds, profit sharing or other schemes or trusts and providing or subscribing or contributing towards places of instruction and recreations, hospitals and dispensaries, medical and other assistance as the company shall think fit.

31. To refer or agree to refer to arbitration, any claim, demand, dispute, legal proceedings or any other question by or against the company or in which the company is interested or concerned.
32. To establish, provide, maintain and conduct or otherwise subsidise research laboratories, experimental stations, workshops and libraries for scientific, industrial and technical research and experiments, to undertake and carry on scientific, industrial, economic and technical research, surveys and investigations, to promote studies, research, investigations and invention both scientific and technical by providing, subsidising endowing or assisting laboratories, colleges, universities, workshops, libraries, lectures, meetings, exhibitions and conferences and by providing for the remuneration to scientists, professors or teachers and the award of scholarships, grants and prizes to students, research workers and inventors or otherwise and generally to encourage, promote and reward studies, research, investigations, experiments, tests and inventions of any kind that may be considered likely to assist or benefit directly or indirectly any of the business, which the company is carrying on or is authorised to carry on.
33. To make donations to such persons or institutions, as may be thought directly or indirectly conducive to any of the company's objects, and in particular to remunerate any person or corporation introducing business to this company, and also to subscribe, contribute or otherwise assist or -guarantee money for charitable, scientific or benevolent, national, public, cultural, educational or other institutions, but not to any political party or political purpose.
34. To pay all preliminary expenses of any company promoted by this company or any company in which the company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of any business or property acquired by any such company.
35. To pay for any immovable property or movable property or assets of any kind acquired or to be acquired by the company or any services rendered or to be rendered to the company and generally to pay or discharge any consideration to be paid or given by the company, in money or in shares, whether fully or partly paid-up debenture or debenture stock or obligations of the company, or partly in one way and partly in another or otherwise however with power to issue any shares either as fully paid or partly paid-up for such purposes.
36. To employ experts to investigate and examine into the condition, prospects, value, character and circumstances of any business, concerns and undertakings, and generally of any assets, property or rights.
37. To execute any trust which may be considered beneficial to the company either directly or indirectly.
38. To apply for, promote and obtain the incorporation, registration or other recognition of the company, state or place and to establish and regulate agencies for the purpose of the company's business.
39. To improve, manage, work, develop, lease, mortgage, abandon or otherwise deal with all or any part of the property, rights, and concessions of the company.
40. To apply for and obtain registration, licence, membership with all or any of the authorities, Councils, Boards, Commissions, Federations, Corporations, Associations, and Authorities established by the Government with the approval of Reserve Bank of India under the Foreign Exchange Management Act, 1999.

41. To sell the company as a going concern in accordance with the provision of the Act.

**(C) THE OTHER OBJECTS NOT INCLUDED IN 'A' AND 'B' ARE:**

1. To carry on the business as manufacturers, buyers, sellers and dealers in automobile ancillaries, vehicle bodies and commercial vehicles.
  2. To carry on business as financiers, commercial agents, mortgage brokers, financial agents and advisers and as registrars and transfer agents and to carry on the business of hire purchase /leasing of movable properties of any kind subject to the law in force.
  3. To carry on the business of import, export, distribution of all merchandise and to act as agents, stockists, distributors of firms and companies in India and abroad and to on all kinds of agency business.
  4. To carry on the business of manufacturers of and dealers in all varieties of rubber, India rubber, synthetic rubber and in compounds made from rubber and the by-products of rubber or the same in combination with any metallic or non-metallic substance, leather, hides and skins, chemicals, nylon and rayon, all descriptions of leather goods, asbestos and canvas manufacturers, flooring and paving materials and other compositions, water-proof articles, articles made of plastic, oil-cloth, linoleum, tarpaulins and also the business of tanners and dealers in hides and skins.
  5. To carry on the business of dealers and manufacturers of all kinds and classes of machineries, spare-parts and accessories for Textile, Paper, Sugar, Automobile, Power and other industries in particular power transmission, product, material handling equipments, accessories, conveyor belt system and its spares.
  6. To carry on the business of manufacture of all types and of every description of electronic equipment, appliances and apparatus and maintenance thereof, dealers in such equipment, appliances and apparatus including radios, television, telecommunication equipment and research and development of electronic goods of every description and the manufacture of plants and machinery and tools for all the business as aforesaid.
  7. To undertake and execute all contracts for works including supply or use of machinery or components of any kind and carry out any ancillary work connected with such works and contracts
  8. To import, export, manufacture, repair, buy, sell, distribute, lease-out, or otherwise deal in all kind and types of aeronautical and aero space products and spare parts and accessories, all types of aeroplanes, helicopters, marine going ships, traveling boats and parts thereof.
  9. To carry on the business of garage keepers and suppliers of an dealers in petrol, electricity and other motive power for motors and other automobiles and to manufacture, purchase, sell, export, import, service or repair and / or otherwise deal in service station equipments of all types and description.
  10. To generate electrical power by conventional, non-conventional methods including coal, gas, lignite, oil, bio-mass, waste, thermal, solar, hydal, geo-hydral, wind and tidal waves and to erect wind mills and sell power to State Electricity Boards and others.
  11. To carry on the business of importers and exporters in computer software and peripherals and electronic products and to provide information services and consultancy.
- IV. The liability of the Members is limited.
- \* V. The Authorised Share Capital of the Company is Rs.38,03,00,000/- (Rupees Thirty Eight Crore Three Lakh only) divided into 38,03,00,000 (Thirty Eight Crore Three Lakh) equity shares of Re.1/- (Rupee One

only) each, The Company has power to increase or reduce the said Capital and to issue any part of its capital, original or increased with or without any preferences, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions, so that unless the conditions of issue shall otherwise be subject to the power herein contained. The right and privileges attached to any shares having preferential, qualified or special rights, privileges or conditions attached thereto may be altered or dealt with in accordance with the accompanying Articles of Association but not, otherwise."

(\* Amended as per the Scheme of Amalgamation approved by the Hon'ble High Court of Judicature at Madras vide its order dated 22.01.2016)

We the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association- and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names

Sl. No.	Names, Addresses, Descriptions and Occupations of Subscribers	No. of equity shares taken by each Subscribers	Signatures
1.	L.G. VARADARAJULU S/o. Late Sri. L.R.G. Naidu 228, Tea Estates, Race Course Coimbatore - 641018 Industrialist Age: 78 Years	100 (One Hundred only)	Sd/-
2.	SUDARSAN VARADARAJ S/o. Sri. L.G. Varadarajulu 227/1, Tea Estates, Race Course Coimbatore - 641018 Industrialist Age: 48 Years	25,600 (Twenty Five thousand and Six Hundred only)	Sd/-
3.	AMIRTHAM VARADARAJ W/o. Sri. L.G. Varadarajulu 228, Tea Estates, Race Course Coimbatore - 641018 Industrialist Age: 77 Years	100 (One Hundred only)	Sd/-
4.	S.R. VENKATACHALAM S/o. Sri S. Ramasamy G-10, 'B' Block Pakshiraja Apartments, Puliakulam, Coimbatore - 641045 Service Age: 49 Years	100 (One Hundred only)	Sd/-
5.	VARSHINI VARADARAJ D/o. Sri. Sudarsan Varadaraj 227/1, Tea Estates, Race Course Coimbatore - 641018 Student Age: 20 Years	100 (One Hundred only)	Sd/-
	C/f	26,000 (Twenty six Thousand only)	

Sl. No.	Names, Addresses, Descriptions and Occupations of Subscribers	No. of equity shares taken by each Subscribers	Signatures
	B/f	26,000 (Twenty six Thousand only)	
6.	LRG TECHNOLOGIES PRIVATE LIMITED Having its Registered Office at 2000, Trichy Road, Singanallur, Coimbatore - 641005 Represented by Mr. M. John Edward, Director vide Board Resolution dated 24.07.2006	12,000 (Twelve Thousand only)	Sd/-
7.	ELGI RUBBER PRODUCTS LIMITED Having its registered office at 2000, Trichy Road, Singanallur, Coimbatore - 641005 Represented by Mr. S.R. Venkatachalam, Director vide Board Resolution dated 24.07.2006	12,000 (Twelve Thousand only)	Sd/-
	Total Number of Shares Taken	50,000 (Fifty Thousand only)	

Date : 2nd October, 2006

Place : Coimbatore

Witness to the above Signatures 1 to 7

Sd/-

M.D. SELVARAJ, FCS  
S/o. M. Doraisamy  
'SURYA' 35, Mayflower Avenue  
Sowripalayam Road  
Coimbatore - 641028  
Company Secretary

**For Elgi Rubber Company Limited**

  
Company Secretary

(THE COMPANIES ACT, 2013)  
(A COMPANY LIMITED BY SHARES)  
**ARTICLES OF ASSOCIATION  
OF  
ELGI RUBBER COMPANY LIMITED \***

*(\* Amended by adopting a new set of Articles of Association vide Special Resolution passed by the Members at the Annual General Meeting of the Company held on 9th August 2018.)*

**INTERPRETATION**

1. (i) In these regulations: -
  - (a) "the Act" means the Companies Act, 2013.
  - (b) "the seal" means the common seal of the company.
- (ii) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.
2. The regulations contained in Table 'F' of Schedule I of the Companies Act, 2013, shall apply to the Company except to the extent they are incorporated in these presents.

**SHARE CAPITAL AND VARIATION OF RIGHTS**

3. The Authorized Share Capital of the Company shall be as provided in Clause V of the Memorandum of Association of the Company.
4. 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 Directors 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.
5. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within 15 days after allotment or after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be,
  - a. one certificate or several certificates for all his shares without payment of any charges; or
  - b. placing to the credit of his depository account confirming his beneficial ownership in the shares.
- (ii) Every certificate shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by two directors or by a director and the company secretary, wherever the company has appointed a company secretary:

Provided that in case the company has a common seal it shall be affixed in the presence of the persons required to sign the certificate.
- (iii) 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.

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**For Elgi Rubber Company Limited**

  
**Company Secretary**

- (iv) 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 company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued without payment of any charges.
  - (v) The provisions of Articles (5) shall mutatis mutandis apply to debentures of the company.
6. (i) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and to offer its shares, debentures and other securities for subscription in a dematerialized form.
- (ii) Notwithstanding anything contained herein, the Company shall be entitled to treat the person whose names appear in the registers of members as a holder of any share or whose names appear as beneficial owner of shares in the records of the Depository, as the absolute owner thereof and accordingly shall not (except as ordered by a court of Competent jurisdiction or as required by law) be bound to recognize any benami trust or equity or equitable contingent or other claim to or interest in such share on part of any other person whether or not it shall have express or implied notice thereof.
- (iii) Notwithstanding anything contained herein, in the case of transfer of shares or other marketable securities where the company has not issued any certificates and where such shares or other marketable securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply. Further, the provisions relating to progressive numbering shall not apply to the shares of the Company which have been dematerialized.
7. Except as required by law, no person shall be recognized 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 recognize (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 regulations 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.
8. (i) 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 section 48, 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.
- (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be atleast two persons holding at least one-third of the issued shares of the class in question.
9. 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.
10. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

## **LIEN**

11. The shares that are fully paid-up shall be free from all lien, while in the case of partly paid shares, the company's lien, if any, will be restricted to moneys called or payable at a fixed time in respect of such shares.

## **CALLS ON SHARES**

12. (i) 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:
- Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.
- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.
- (iii) A call may be revoked or postponed at the discretion of the Board.
13. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.
14. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
15. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
16. (i) 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 regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (ii) In case of non-payment of such sum, all the relevant provisions of these regulations 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
17. The Board—
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

**For Elgi Rubber Company Limited**

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**Company Secretary**

#### **TRANSFER OF SHARES**

18. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii) 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.
19. The Board may, subject to the right of appeal conferred by section 58 decline to register—
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the company has a lien.
20. The Board may decline to recognize any instrument of transfer unless—
- (a) the instrument of transfer is in the form as prescribed in rules made undersub section (1) of section 56;
- (b) 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
- (c) the instrument of transfer is in respect of only one class of shares.
21. On giving not less than seven days' previous notice in accordance with section 91 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:
- 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.

#### **TRANSMISSION OF SHARES**

22. (i) 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 recognized by the company as having any title to his interest in the shares.
- (ii) Nothing in clause (i) 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.
23. (i) 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—
- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (ii) 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.
24. (i) 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.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) 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.

25. 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: 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.

#### **FORFEITURE OF SHARES**

26. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
27. The notice aforesaid shall:-
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
  - (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
28. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
29. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
30. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.
- (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
31. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited 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 share;
- (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- (iii) The transferee shall thereupon be registered as the holder of the share; and

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

32. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### **ALTERATION OF CAPITAL**

33. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

34. Subject to the provisions of section 61, the company may, by ordinary resolution:-

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (d) 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.

35. Where shares are converted into stock,—

- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
  - (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
36. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law,—
- (a) its share capital;
  - (b) any capital redemption reserve account; or
  - (c) any share premium account.

### **CAPITALISATION OF PROFITS**

37. (i) The company in general meeting may, upon the recommendation of the Board, resolve—
- (a) that it is desirable to capitalize 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
  - (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—
- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
  - (B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
  - (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
  - (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
  - (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
38. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall:-
- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and
  - (b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power—
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
  - (b) 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 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;
- (iii) Any agreement made under such authority shall be effective and binding on such members.

### **BUY-BACK OF SHARES**

39. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

**For Elgi Rubber Company Limited**

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**Company Secretary**

#### **GENERAL MEETINGS**

40. All general meetings other than annual general meeting shall be called extraordinary general meeting.
41. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

#### **PROCEEDINGS AT GENERAL MEETINGS**

42. (i) 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.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in Section 103.
43. The Chairman, if any, of the Board shall preside as Chairman at every general meeting of the company.
44. If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman of the meeting, the directors present shall elect one of their members to be Chairman of the meeting.
45. If at any meeting no director is willing to act as Chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairman of the meeting.

#### **ADJOURNMENT OF MEETING**

46. (i) The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) 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.
- (iv) Save as aforesaid, and as provided in Section 103 of 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.

#### **VOTING RIGHTS**

47. Subject to any rights or restrictions for the time being attached to any class or classes of shares, —
- (a) on a show of hands, every member present in person shall have one vote; and
- (b) 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.
48. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
49. (i) 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.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

50. 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.
51. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
52. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
53. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

#### **PROXY**

54. 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, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
55. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
56. 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.

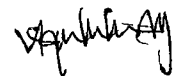
#### **BOARD OF DIRECTORS**

57. Until otherwise decided by the General Meeting, the minimum and maximum number of Directors shall be three and fifteen respectively (including Nominee Director(s) if any).
58. (i) Subject to the provisions of Section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
- (ii) Such person shall hold office only upto the date of the next Annual General Meeting of the Company but shall be eligible for appointment by the Company as a Director at the meeting subject to the provisions of the Act.
- (iii) No Director of the Company shall be required to hold any qualification shares.
59. The Board shall have powers to fill up casual vacancy arising due to death or resignation of any Director, such Director, can hold office up to the next Annual General Meeting of the Company.
60. The Board of Directors shall have power to appoint a person, not being a person who is already holding alternate Directorship for any other Director, to act as Alternate Director for a Director (the original Director) during his absence for more than three months from India. The Alternate Director shall vacate the office as



soon as the original Director returns to India. Any provision for the automatic re-appointment of retiring Director shall apply to the Original Director and not to the Alternate Director. No person shall be appointed as an Alternate Director to an Independent Director.

61. At every Annual General Meeting of the company, one third of such of the directors, other than independent directors, including the whole-time directors for the time being are liable to retire by rotation or if their number is not three or multiple of three, then both number nearest to one third shall retire from office.
62. The Independent Director(s) appointed pursuant to the provisions of Section 149 of the Companies Act, 2013 shall not while holding such office be subject to retirement by rotation at the Annual General Meeting(s).
63. The Board of Directors shall have powers to appoint any person as Director nominated by any public Financial Institutions in pursuance of provisions of any law for the time being in force or of any agreement.
64. The Board of Director shall have the power to appoint the same individual to hold and occupy both the positions of Chairman and Managing Director or Chief Executive Officer (CEO) of the Company.
65. 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 statue 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, 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.
66. 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.
67. Subject to clause (68) hereof the Directors may, from time to time at their discretion raise or borrow, or secure the repayment of any loan or advance taken by the Company. Any such moneys may be raised and payment or repayment of such moneys may be secured in such manner and upon such terms and conditions in all respects as the Directors may think fit and, in particular by promissory notes, or by opening current accounts or by receiving deposits and advances at interest, with or without security, or by the issue of debentures of debenture-stock of the Company charged upon all or any part of the property of the Company (both present & future), including its uncalled capital for the time being, or by mortgaging, charging or pledging any lands, buildings, machinery, plants, goods or other property and securities of the Company or by such other means as to them may seem expedient.
68. The Board of Directors shall not, except with the consent of the Company in General Meeting, borrow moneys where 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) will exceed the aggregate of the paid up capital of the Company and its free reserves (reserves not set apart for any specific purpose) and securities premium.
69. All the Directors of the Company shall be entitled to receive a sitting fee of such sum as may be determined by the Board from time to time, within the overall limit fixed by the Central Government, for attending the meetings of the Board of Directors or committees thereof the Company, in addition to the actual travelling and out of pocket expenses incurred by them in attending and returning from such meetings.
70. Other than sitting fees for attending the meetings as above, the Company may pay remuneration to the executive and non-executive directors of the company as per the provisions of Section 197, 198 and Rules made thereunder read with Schedule V of the Act.



71. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit with respecting the keeping of any such register.
72. 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.
73. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

#### **PROCEEDINGS OF THE BOARD**

74. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
75. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairman of the Board, if any, shall have a second or casting vote.
76. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
77. (i) The Board may elect a Chairman of its meetings and determine the period for which he is to hold office.
- (ii) If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairman of the meeting.
78. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
79. (i) A committee may elect a Chairman of its meetings.
- (ii) If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairman of the meeting.
80. (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairman shall have a second or casting vote.
81. The quorum for a meeting of the Board of Director or a committee of Directors shall be one third of its total strength or two Directors, whichever is higher (Any fraction contained in the one third shall be rounded off as one).

82. All acts done in any meeting of the Board or of 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 of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

83. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

**MANAGING DIRECTOR, WHOLE-TIME DIRECTOR, CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER**

84. The Board of Directors of the Company may, subject to the provisions of the Companies Act, 2013, or any modification thereof from time to time, appoint one or more of their body to the office of Chairman, Vice Chairman, Managing Director, Joint Managing Director or Whole Time Director for such period and on such terms as it thinks fit.

Such appointee, while holding such office, may be subject to retirement by rotation at the Annual General Meeting(s). The Board of Directors may entrust to and confer upon such Chairman, Vice Chairman, Managing Director, Joint Managing Director or Whole Time Director all or any of the powers exercisable by them with such restrictions as they may think fit, either collaterally with or to the exclusion of their own powers and subject to their superintendence, control and direction. The remuneration payable to such persons shall be mentioned by the Company in the General Meeting. The appointment and remuneration of such persons shall also be subject to the approval of the Central Government in cases where they are not covered by the exemption in Schedule V to or similar provisions of the Companies Act, 2013 as may be amended from time to time.

85. Subject to the provisions of the Act, —

- (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;
- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

86. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

**THE SEAL**

87. (i) The Board shall provide for the safe custody of the seal.
- (ii) 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 authorized by it in that behalf, and except in the presence of at least one director or of the secretary or such other person as the Board may appoint for the purpose; and such one Director or the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

## **DIVIDENDS AND RESERVE**

88. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
89. Subject to the provisions of Section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
90. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit 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 equalizing 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.
- (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
91. (i) Subject to the rights of persons, if any, entitled to shares 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, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (iii) 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.
92. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode of payment facility approved by the Reserve Bank of India directly to the bank account of the holder or by cheque or warrant sent through the post directed 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 on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (ii) Every such electronic mode of payment or cheque or warrant shall be made payable to the order of the person to whom it is sent.
93. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
94. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
95. No dividend shall bear interest against the company.

## **REGISTER OF MEMBERS AND INDEX**

96. The Company shall maintain a Register of Members and index in accordance with Section 88 of the Act. The details of shares held in physical or dematerialized forms may be maintained in a media as may be permitted by law including in any form of electronic media.

**For Elgi Rubber Company Limited**

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**Company Secretary**

97. A member, or other Security holder or Beneficial Owner may make inspection of Register of Members and annual return. Any person other than the Member or Debenture holder or Beneficial Owner of the Company shall be allowed to make inspection of the Register of Members and annual return on payment of Rs. 50 or such higher amount as permitted by Applicable Law as the Board may determine, for each inspection. Inspection may be made during business hours of the Company during such time, not being less than 2 hours on any day, as may be fixed by the Company Secretary from time to time.
98. In case of joint holding, changes/ modifications of shareholders details, if any, shall be intimated to the Company/ Depository Participant(s) by such joint holder who is first named on the Register of Members of the Company.
99. The Company may deliver documents to the shareholder(s) through a particular mode of service upon receipt of specific request from such shareholder(s) provided that such request along with requisite fees, equivalent to the estimated amount of actual expenses which may incur for such delivery, has been duly received by the Company at least one week prior to the date of dispatch of documents.

#### **ACCOUNTS**

100. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

#### **WINDING UP**

101. Subject to the provisions of Chapter XX of the Act and rules made 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.

#### **INDEMNITY**

102. Every officer of the company shall be indemnified out of the assets of the company 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 in which relief is granted to him by the court or the Tribunal.

**For Elgi Rubber Company Limited**

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**Company Secretary**

Sl. No.	Names, Addresses, Descriptions and Occupations of Subscribers	Signatures
1.	L.G. VARADARAJULU S/o. Late Sri. L.R.G. Naidu 228, Tea Estates, Race Course Coimbatore - 641018 Industrialist Age: 78 Years	Sd/-
2.	SUDARSAN VARADARAJ S/o. Sri. L.G. Varadarajulu 227/1, Tea Estates, Race Course Coimbatore - 641018 Industrialist Age: 48 Years	Sd/-
3.	AMIRTHAM VARADARAJ W/o. Sri. L.G. Varadarajulu 228, Tea Estates, Race Course Coimbatore - 641018 Industrialist Age: 77 Years	Sd/-
4.	S.R. VENKATACHALAM S/o. Sri S. Ramasamy G-10, 'B' Block Pakshiraja Apartments, Puliakulam, Coimbatore - 641045 Service Age: 49 Years	Sd/-
5.	VARSHINI VARADARAJ D/o. Sri. Sudarsan Varadaraj 227/1, Tea Estates, Race Course, Coimbatore - 641018 Student Age: 20 Years	Sd/-
6.	LRG TECHNOLOGIES PRIVATE LIMITED Having its Registered Office at 2000, Trichy Road, Singanallur,, Coimbatore - 641005 Represented by Mr. M. John Edward, Director vide Board Resolution dated 24.07.2006	Sd/-
7.	ELGI RUBBER PRODUCTS LIMITED Having its Registered Office at 2000, Trichy Road, Singanallur, Coimbatore - 641005 Represented by Mr.S.R.Venkatachalam, Director vide Board Resolution dated 24.07.2006	Sd/-

Date : 2nd October, 2006

Place : Coimbatore

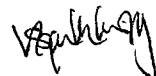
Witness to the above Signatures 1 to 7

Sd/-

M.D. SELVARAJ, FCS  
S/o. M. Doraisamy  
'SURYA' 35, Mayflower Avenue  
Sowripalayam Road  
Coimbatore - 641028  
Company Secretary

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For Elgi Rubber Company Limited



Company Secretary