

THE COMPANIES ACT, 2013
PUBLIC LIMITED COMPANY
ARTICLES OF ASSOCIATION*
OF
S H KELKAR AND COMPANY LIMITED

(WITH PROPOSED CHANGES DULY HIGHLIGHTED)

1. PRELIMINARY

- 1.1 S H Kelkar and Company Limited (“**Company**”) is established as a public company with limited liability in accordance with and subject to the provisions of the Companies Act, 1913 (as amended).
- 1.2 The authorised share capital of the Company will be as stated in Clause 4 of the Memorandum of Association of the Company. The minimum paid up capital of the Company shall not be less than Rs. 500,000 (five hundred thousand rupees).

- 1.3 Notwithstanding anything to the contrary contained in the Articles, the provisions of the Part A Articles shall automatically come in effect and be in force, immediately upon the Equity Shares of the Company being listed on any stock exchange in India pursuant to the initial public offering of Equity Shares of the Company in accordance with applicable law. Further, upon the Part A Articles coming in effect, the Part B Articles shall automatically terminate and cease to be in effect. In these Articles:

“**Part A Articles**” means the Article 2 to Article 27 (both inclusive) contained under Part A of the Articles;

“**Part B Articles**” means the Article 2 to Article 38 (both inclusive), including Annexure 1 to 3, contained under Part B of the Articles;

PART A

2. INTERPRETATION

Unless the context otherwise requires, words or expressions contained in these Articles and not defined herein shall bear the same meaning as in the Act. Regulations contained

Comment [DC1]: DELETION OF ARTICLE 1.3 PROPOSED BY WAY OF POSTAL BALLOT – NOVEMBER 2021.

*The Articles of Association of the Company have been revised and adopted vide Special Resolution passed at the Extra-Ordinary General Meeting of the Company held on August 22, 2014.

in Table “F” of Schedule I of the Act shall apply to the Company so far as they are not inconsistent with or repugnant to any of the regulations contained in these Articles.

“Act”	means the Companies Act, 2013 as amended from time to time;
“Articles” or “Articles of Association”	means the articles of association of the Company;
“Auditor”	means the statutory auditor of the Company;
“Board” or “Board of Directors”	means the board of directors of the Company, from time to time;
“Business Information”	means all inventions, software, drawings, formulae, test results, reports, project reports and testing, operation and manufacturing procedures, shop practices, instruction and training manuals, tables of operating conditions, market forecasts, specifications, data, quotations, tables, lists and particulars of customers and suppliers, marketing methods and procedures, technical literature and brochures and any other technical, industrial and commercial information and techniques in any tangible form (including, but not limited to paper, electronically stored data, magnetic media, microfiche, film and microfilm), recipes, all findings or discoveries of the research and development units, and other similar proprietary rights which may subsist in any part of the world in connection with the business of the Company;
“CCO”	means the individual appointed and designated by the Board as the chief custodian officer of the Company, from time to time;
“Director”	means a member of the Board of Directors and “Directors” shall be construed accordingly;
“Equity Shares”	means equity shares of the Company having a par value of Rs. 10 (ten rupees);
“F&F Business”	means the current business of the Group including, without limitation, procurement, manufacturing, processing, packaging trading, distributing and other allied activities, including activities in relation to perfumes, aromas, fragrances, aroma chemicals, natural extracts, flavours and essences, research and development of new fragrances and flavours, their

	formulations and testing of their effectiveness, as conducted by the Group directly or through intermediaries or other arrangements from time to time;
“Financial Year”	means the period from 1 April of a calendar year to 31 March of the following calendar year;
“Group” or “Group Companies”	means the Company and its Subsidiaries and the expression “Group Company” shall be construed accordingly;
“Intellectual Property”	means patents, utility models, trade marks, service marks, trade and business names, registered designs, design rights, copyright and neighbouring rights, database rights, domain names, semi-conductor topography rights and rights in business information, inventions, software, trade secrets, confidential information, recipes, formulations, tradecraft for cost reductions and improvements of all kinds, and other similar proprietary rights which may subsist in any part of the world and whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations;
“Memorandum” or “Memorandum of Association”	means the memorandum of association of the Company;
“Person”	means a corporation, association, unincorporated association, partnership (general or limited), joint venture, estate, trust, limited liability company, limited liability partnership or, any other legal entity, individual or government, state or agency of a state;
“Quarter”	means a three (3) month period each commencing on 1 January, 1 April, 1 July and 1 October of each calendar year;
“Related Party”	shall have the meaning assigned thereto by Section 2 (76) of the Act.
“Rs.” or “Rupees” or “INR”	means the lawful currency of the Republic of India;
“Seal”	has the meaning given to it in Article 30;
“Shareholder”	means any Person registered in the books of the Company as the holder of a Share for the time being;

“Shares”	means the Equity Shares and any compulsorily convertible preference shares issued by the Company and any other securities convertible into Equity Shares issued by the Company from time to time, and “Share” shall be construed accordingly;
“Subsidiary”	has the meaning given to it in Section 2(87) of the Act; and
“Third Party”	means any Person other than the Shareholders and the Company.

3. SHARE CAPITAL AND VARIATION OF RIGHTS

- 3.1 The authorised share capital of the Company will be as stated in Clause 4 of the Memorandum of Association of the Company.
- 3.2 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 or (subject to the compliance with the provision of Section 53 of the Act) at a discount and at such time as they may from time to time think fit and with sanction of the Company in the general meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares, provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the general meeting.
- 3.3 The Company shall not, at any time, vary the terms of a contract referred to in prospectus or objects for which the prospectus was issued, except subject to the approval of, or except subject to an authority given by the Company in general meeting by way of special resolution, and in accordance with the provisions of the Act. Provided that the dissenting shareholders, being the shareholders who have not agreed to the proposal to vary the terms of the contracts or the objects referred to in the prospectus, shall be given an exit offer by the promoters or controlling shareholders of the Company, at the fair market value of the equity shares as on the date of the resolution of the Board of Directors recommending such variation in the terms of the contracts or the objects referred to in the prospectus, in accordance with such terms and conditions as may be specified on this behalf by the Securities and Exchange Board of India.
- 3.4 (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the Memorandum or after allotment or within one month of the receipt of application for the registration of transfer, transmission, sub-division,

consolidation or renewal or within such other period as the conditions of issue shall be provided,-

- (a) one certificate for all his shares without payment of any charges; or
 - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the Seal and shall specify the number of shares to which it relates, distinctive numbers of shares in respect of which it is issued and the amount paid-up thereon and shall be in such form as the directors may prescribe and approve.
 - (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.

3.5 Every holder of or subscriber to the securities of 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, 1996. If a person opts to hold its Security with a Depository, the Company shall intimate such Depository the details of allotment of the security and on receipt of such information, the Depository shall enter in its record, the name of the allottees as the beneficial owner of that security. If a beneficial owner seeks to opt out of a Depository in respect of any security, he shall inform the Depository accordingly. The Depository shall on receipt of such information make appropriate entries in its records and shall inform the Company. The Company shall within 30 (thirty) days of the receipt of intimation from a Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations issue to the beneficial owner the required Certificates for the securities.

- 3.6
- (i) 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 fees if the directors so decide, or on payment of such fees (not exceeding Rs. 2/- for each certificate) as the directors shall prescribe, provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.
 - (ii) Provided that notwithstanding what is stated above, the directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules

made under the Act or rules made under the Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable thereof in this behalf.

- (iii) The provisions of Articles 3.3 and 3.4 shall *mutatis mutandis* apply to debentures of the Company.
- 3.7 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 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.
- 3.8
- (i) The Company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 of the Act, 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 that section and rules made thereunder.
 - (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40 of the Act.
 - (iii) 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.
- 3.9
- (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 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.
 - (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 at least two persons holding at least one-third of the issued shares of the class in question.
- 3.10 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.
- 3.11 Subject to the provisions of section 55 of the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed, within a period not exceeding twenty years from the date of their issue, on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.

4. LIEN

- 4.1 (i) The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member/holder (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share/debenture shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- (ii) Unless otherwise agreed, the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this Article.
- 4.2 The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:
- 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 the person entitled thereto by reason of his death or insolvency.
- 4.3 (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) 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 in reference to the sale.
- 4.4 (i) 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.
- (ii) 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.

5. CALLS ON SHARES

- 5.1 (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.

Provided further that the Board shall not give the option or right to call on shares to any person except with the sanction of the Company in the General Meeting.

- 5.2 A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.

- 5.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

- 5.4 (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.

- 5.5 (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.

- 5.6 The Board:

- (i) may, if it thinks fit, subject to the provisions of Section 50 of the Act, 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
- (ii) 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, provided that money paid in advance of calls shall not confer a right to participate in profits or dividend or to participate in profits. The directors may at any time repay the amount so advanced.

5.7 The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

5.8 The provisions of this Article shall mutatis mutandis apply to the calls on debentures of the Company.

6. TRANSFER AND TRANSMISSION OF SHARES

6.1 (i) A common form of transfer shall be used and the instrument of transfer of any share in the Company shall be in writing and all provisions of section 56 of the Act and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof and 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.

6.2 The Board may, subject to the right of appeal conferred by section 58 of the Act, decline to register:

(i) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(ii) any transfer of shares on which the Company has a lien.

6.3 The Board may decline to recognise any instrument of transfer unless-

(i) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56 of the Act;

(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

(iii) the instrument of transfer is in respect of only one class of shares.

- 6.4 Subject to the provisions of Sections 58 and 59 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board of Directors 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 or interest of a member in or debentures of the Company. The Company 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 Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer 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 where the Company has a lien on shares. Transfer of shares/debentures in whatever lot shall not be refused.
- 6.5 No fee shall be charged for registration of transfer, transmission, probate, succession certificate and Letters of Administration, Certificate of Death or Marriage, Power of Attorney or similar other document.
- 6.6 On giving not less than seven days' previous notice in accordance with section 91 of 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:
- 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.
- 6.7 Any transfer of the shares of the Company shall be subject to the provisions of the Act, as applicable to public companies limited by shares and these Articles.
- 6.8 (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 recognised 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.
- 6.9 (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.
- 6.10
- (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.
- 6.11 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.

7. FORFEITURE OF SHARES

- 7.1 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.
- 7.2 The notice aforesaid shall:
- (i) 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
 - (ii) 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.
- 7.3 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.

- 7.4 (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.
- 7.5 (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.
- 7.6 (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.
- 7.7 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.

8. INCREASE AND REDUCTION OF CAPITAL

- 8.1 Subject to Article 18 the Company may, from time to time, in a General Meeting, by an ordinary resolution, whether all the Shares for the time being authorised shall have been issued or not and whether all the Shares for the time being issued shall have been fully called up or not, increase its authorised Share capital by issuing new Shares as may be deemed expedient. Such new Shares may be divided into such classes and be of such value as the resolution authorising such increase directs. The Board may increase the subscribed and paid up Share capital of the Company by the issue of further Shares in accordance with the applicable provisions of the Act.

9. CAPITALISATION OF PROFITS

- 9.1 (i) The Company in general meeting may, upon the recommendation of the Board, resolve:
- (a) 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
 - (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; and
 - (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).
- (iii) 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;
- (iv) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.
- 9.2 (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 capitalised 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.

10. BUY-BACK OF SHARES

- 10.1 Notwithstanding anything contained in these Articles but subject to the provisions of sections 68 to 70 of the Act 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.

11. DEMATERIALISATION AND REMATERIALISATION OF SHARES

- 11.1 The Company shall be entitled to dematerialise its existing Shares and rematerialise its Shares held in the depositories and/or to issue fresh Shares in a dematerialised form pursuant to the Depositories Act, 1996 and rules framed thereunder, if any.

12. TERM OF ISSUE OF DEBENTURE

- 12.1 Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at a general meeting, appointment of directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in a general meeting by special resolution.

13. UNPAID OR UNCLAIMED DIVIDEND

- 13.1 Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, the Company shall, within seven days from the date of expiry of the said period of 30 days, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the Company in that behalf in any scheduled bank, to be called "Unpaid Dividend of S.H. Kelkar and Company Limited Account".
- 13.2 Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established under Section 125 of the Act.

13.3 No unclaimed or unpaid dividend shall be forfeited by the Board of Directors until the claim becomes barred by law.

14. BOARD OF DIRECTORS OF THE COMPANY

14.1 Subject to the provisions of section 149 of the Act and unless and until otherwise agreed and determined by the Company by a special resolution, the Board shall consist of a minimum of three (3) Directors and a maximum of fifteen (15) Directors.

14.2 Subject to the Act and applicable law, and approval by a committee of independent directors of the Company and ratification by the Board, any Shareholder who owns at least ten per cent. (10%) or more Shares, shall have the right to nominate one (1) Director on the Board.

Comment [DC2]: DELETION OF ARTICLE 14.2 PROPOSED BY WAY OF POSTAL BALLOT – NOVEMBER 2021.

14.3 The Board shall be responsible for compliance with all applicable law, regulations, rules and guidelines as well as the listing agreement and all the policies adopted by the Company, including the anti-corruption policy, in the course of carrying out the supervision and management of the Company.

14.4 The Company may exercise the powers conferred on it by section 88 of the Act 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 respecting the keeping of any such register.

14.5 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.

14.6 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.

14.7 (i) Subject to the provisions of section 149 of the Act, 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 up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

15. DIRECTORS

15.1 A Director may be or become a Director of any company Controlled by the Company, or in which he may be interested as a vendor, shareholder, or otherwise howsoever and no Director shall be accountable for any benefits received as director or shareholder of such company.

- 15.2 The Directors, except the managing director and the whole time directors, shall not be entitled to remuneration in their capacity as Directors of the Company. A Director may be paid fees for attending meetings of the Board, or any committee of the Board or for any purpose whatsoever, as may be decided by the Board, provided that the amount of such fees shall not exceed the amount as prescribed under the Act and the rules framed thereunder from time to time.
- 15.3 Subject to the provisions of section 161 of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an alternate director for a Director during his absence for a period of not less than three months from India. who shall be entitled to receive notice of all meetings of the Board and attend and vote at any meeting at which the Director appointing him is not personally present, and generally in the absence of his appointer to do all the things which his appointer is authorised or empowered to do. A Director who is also acting as an alternate of another Director shall be entitled, in the absence of his appointer, to a separate vote on behalf of his appointer in addition to his own vote, and to be counted as part of the quorum of the Board on both his own account and in respect of the Director for whom he is the alternate.

16. BOARD MEETINGS

- 16.1 Meetings of the Board shall be properly convened and held at such times and places as may be determined by the Board from time to time, but shall be held at least once every quarter, in such a manner that not more than one hundred and twenty (120) days shall intervene between two consecutive meetings of the Board.
- 16.2 No meeting of the Board shall be convened on less than fifteen (15) days' written notice to the Directors. The notice of meetings of the Board must contain an agenda of items (and all other relevant documentation) proposed to be considered at the meeting of the Board. Any Director may require any additional item to be put on the agenda by written notice sent to the company secretary at least seven (7) days before the relevant meeting. Save for any such validly notified additional item, the business conducted at any meeting of the Board shall only comprise those matters expressly stated in the notice convening such meeting.
- 16.3 Any Director may request in writing the company secretary to convene a meeting of the Board setting out the proposed agenda. If the company secretary does not convene such meeting of the Board within seven (7) days of such written request, such Director may directly convene a meeting of the Board and set the agenda for such Board Meeting.
- 16.4 The quorum for any meeting of the Board shall be one-third of the total strength of the Board or two (2) Directors, whichever is higher.
- 16.5 If a quorum is not present within one (1) hour of the time appointed for a meeting, the meeting shall stand adjourned to the same place and time seven (7) days after the original date set for such meeting of the Board. If a quorum is not present within one (1) hour of the time appointed for the adjourned meeting, the meeting shall again stand adjourned to the same time and place seven (7) days after the date set for the adjourned meeting. If a quorum is not present within one (1) hour of the time appointed for the second adjourned

meeting, the Directors present shall form the quorum for such second adjourned meeting and may vote on all matters included in the agenda for such meeting of the Board.

- 16.6 Subject to compliance with applicable law, any Director may participate and vote in a meeting of the Board by means of video conference by means of which all persons participating in the meeting can hear each other throughout the duration of the meeting. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Director so participating and shall be counted towards the quorum required for such meeting.
- 16.7 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Resolutions in writing of the Directors may be signed in counterparts.
- 16.8 The Board shall have the power to constitute, if necessary, committees of the Board and to delegate such powers to committees as the Board deems fit. Unless otherwise decided by the Board in writing, the provisions relating to quorum, voting and passing of resolutions applicable to the Board shall apply to the extent permissible or practicable to any Board committee.

17. GROUP COMPANY BOARDS

- 17.1 The Board shall be responsible for compliance with all applicable law, regulations, rules and guidelines as well as the listing agreement in relation to the obligation of the Company towards the governance and management of the Group Companies.

18. GENERAL MEETING

- 18.1 Meetings of the Shareholders shall be convened by the Company or by any Shareholder and held in accordance with applicable provisions of the Act and the Articles.
- 18.2 Meetings of the Shareholders shall be convened by giving twenty one (21) days notice. The notice of meeting of the Shareholders must contain a detailed agenda of items (and all other relevant documentation) proposed to be considered at the meeting of the Shareholders and the draft resolutions proposed to be put to vote at such meeting. The business conducted at any meeting of the Shareholders shall only comprise those matters expressly stated in the notice convening such meeting unless otherwise mutually agreed by the Shareholders in writing.
- 18.3 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.
- 18.4 Save as otherwise provided under these Articles, the quorum for the meeting of Shareholders shall be as provided in section 103 of the Act.
- 18.5 The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.

- 18.6 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.
- 18.7 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 choose one of their members to be Chairperson of the meeting.

19. ADJOURNMENT OF MEETING

- 19.1 (i) The Chairperson 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.

20. VOTING AT BOARD MEETINGS AND SHAREHOLDERS' MEETINGS

- 20.1 The Board shall decide on all matters concerning the Company by simple majority, other than matters specifically reserved for the Shareholders under the applicable provisions of the Act
- 20.2 Meetings of Shareholders shall pass resolutions of Shareholders (through show of hands, e-voting, postal ballot as may be prescribed by the Act) in respect of all matters reserved for Shareholders under the applicable provisions of the Act, by simple majority or by any other majority required under the applicable provisions of the Act; and/or as provided under the terms of these Articles.

21. PROXY

- 21.1 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 1 hour 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 1 hour before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
- 21.2 An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105 of the Act.

- 21.3 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:
- 21.4 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.

22. STATUTORY AUDITOR

The appointment, qualifications, removal, powers, rights, duties and remuneration of the Statutory Auditors shall be regulated by and in accordance with the Act.

23. JOINT HOLDERS

- 23.1 Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as Joint holders with benefits of survivorship subject to the following and other provisions in the Articles:
- (i) The Company may be entitled to decline to register more than three persons as the joint holders of any shares.
 - (ii) The joint Holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.
 - (iii) On the death of any such joint holder 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 deceased joint holders from any liability in respect of the shares held by him jointly with any other person.
 - (iv) Only the person whose name stands first in the Register of Members may give effectual receipts for any dividends or other money payable in respect of such share.
 - (v) 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 delivery of the certificate relating to such share or to receive documents (which expression shall be deemed to include all documents referred to in Article 50) from the Company and any documents served on or sent to such person shall be deemed served on all the joint-holders.
 - (vi) Any one of two or more joint-holders may vote at any meeting either personally 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 then that one of such persons so present whose name stand 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 but the other or others of the joint holders shall be entitled to be present at the meeting. Provided always that a joint holders present at any meeting personally shall be entitled to vote in preference to a joint holder present by proxy although the name of such joint holder present by proxy stands first or higher in the Register in the Register in respect of such shares. Several executors or administrators of a deceased member in whose (deceased member's) sole name any share stands shall for the purposes of this clause be deemed joint-holders.

24. INTELLECTUAL PROPERTY RIGHTS

24.1 Any Intellectual Property rights (including without limitation patents, trade marks, service marks, registered designs, copyrights, database rights, rights in designs, inventions and confidential information, recipes, formulations, tradecraft for cost reductions and improvements), which arise in the course of a Group Company's activities (whether in relation to the F&F Business or otherwise) shall belong to such Group Company and such Group Company will take all actions deemed necessary to document in writing, protect and register such Intellectual Property and where applicable each Shareholder hereby irrevocably assigns any such rights to the Company.

24.2 Business Information:

- (i) The CCO shall be the individual designated as such by the Board, who shall be the custodian of Business Information on behalf of the Company. The first appointee as CCO is Mr. Kedar Vaze.
- (ii) The Board shall have a right to appoint from time to time any individual as a CCO and to remove from such office any individual so appointed pursuant to these Articles and the terms of his/her appointment and to appoint any other individual in his/her place.
- (iii) The CCO shall be responsible for overseeing the generation and the protection of Business Information. The CCO shall also be responsible for overseeing maintenance and updation of the repository with the latest recipes and safe upkeep of the Business Information including effective backup and disaster recovery solution.

25. POWER TO BORROW

25.1 Subject to Article 20 and without prejudice to the general and other powers conferred under these Articles and so as not to limit or restrict those powers, the Board may, from time to time, raise or borrow, or secure the payment of any sum or sums of money, for the purposes of the Company within the limits prescribed under the Act.

26. DELEGATION OF POWER BY BOARD

26.1 The Board shall from time to time entrust to, authorise, empower and confer upon the Key Executives of the Company, by power of attorney under Seal such of the powers, authorities, duties and discretions as specifically provided in such power of attorney.

27. INDEMNITY

Every Director of the Company shall be indemnified out of the funds of the Company against all claims, and it shall be the duty of the Company to pay all costs, charges, losses and damages which any such Director may incur or become liable to by reason of any contract entered into or act or thing done, in execution or discharge of his duties or supposed duties, except such, if any, as the Director shall incur or sustain through or by his own wilful act, neglect, default, misfeasance, breach of duty or breach of trust of which he may be guilty in relation to the Company, including expenses and, in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by the Director as such Director in defending any proceeding, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted, or in connection with any application under section 463 of the Act in which relief is granted to him by the Court.

Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute 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 person so becoming liable as aforesaid from any loss in respect of such liability

28. WINDING UP

28.1 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.

29. SEAL

The Board shall provide a common seal (“Seal”) for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new Seal for the time being, and the Seal shall never be used except by the authority of the Board or a committee established by the Board. Every deed, contract or other instrument to which the Seal of the Company is required to be affixed shall, unless the same is executed by a duly constituted attorney of the Company, be signed by at least one of the Directors in whose presence the Seal shall have been affixed provided that, all certificates of Shares issued by the Company shall be sealed in the presence of Directors authorised in that behalf who shall sign the certificate.

PART B

Comment [DC3]: DELETION OF PART B ARTICLES IS PROPOSED BY WAY OF POSTAL BALLOT – NOVEMBER 2021.

PART B ARTICLES HAVE TERMINATED AND CEASED TO BE IN EFFECT FROM THE DATE OF LISTING I.E. ON NOVEMBER 16, 2015, HENCE, THE SAME HAS NOT BEEN REPRODUCED.

We the several persons whose names, addresses and description are hereunto subscribes, are desirous of being formed into a Company in accordance with and in pursuance of the provisions of this Articles of Association and we respectively agree to take the number of shares in the capital of the company set opposite to our respective names.

S . No.	Names of subscribers	Addresses and Description of the subscribers	No. of Shares Taken	Witness
1)	Vinayak Ganesh Vaze	36, Mangaldas Road, Bombay 2.	10 (Ten)	Tehmurasp Rustonji Mulla 10, Haman Street, Bombay - 1.
		Occupation :		
		Merchant		
2)	Shivram Narayan Kelkar	Tarabag, C-43, Chami Road, Bombay - 4.	1 (One)	
		Occupation :		
		Merchant		