

THE COMPANIES ACT 1956
PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

Of

Indica Travels and Tours Private Limited

1. Regulations contained in Table 'A' in the First Schedule to Companies Act, 1956 (hereinafter referred to as Table 'A') shall apply to the Company in so far they are not inconsistent with these Articles.

2. The Company is a private company within the meaning of Section 3 (l) (iii) of the Companies Act, 1956 and accordingly :-

(a) The right to transfer the shares of the Company is restricted in the manner and to the extent hereinafter contained.

(b) The numbers of members of the Company shall be limited to fifty not including—

(i) persons who are in the employment of the Company, and

(ii) persons who having been formerly in the employment of the Company were its members while in that employment and have continued to be members after the employment ceased.

Provided that where two or more persons hold one or more shares in the Company jointly they shall, for the purpose of this Article, be treated as a single member.

(c) No invitation shall be issued to the public to subscribe for any shares in or debenture or debenture stock of the Company.

CAPITAL OF THE COMPANY

3. *The Authorised Share Capital of the Company shall be such amount and as description as is stated for the time being or at any time in Company's Memorandum of Association and the Company shall have power to increase or reduce the Share Capital from time to time in accordance with regulations of the Company and the legislative provisions for the time being in force on this behalf and subject to the provisions of the Act, the shares in the capital of the Company for the time being whether original or

* Inserted by Special Resolution passed at the Extra-ordinary General Meeting held on 15.2.1988.

increased or reduced may be divided into classes with preferential, deferred, qualified, non-voting or other rights, privileges, conditions or restrictions attached thereto whether in regard to dividend, voting, return to capital or otherwise.

4. The Company shall have power to issue preference shares carrying a right to redemption out of profits or liable to be so redeemed at the option of the Company, and the Board may, subject to the provisions of the Companies Act, 1956, exercise such power in such manner as they may think fit.

5. The Company in General Meeting may, from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

6. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct, and if no direction shall be given as the Board shall determine, and in particular such shares may be issued with a preferential or qualified rights to dividend, and in the distribution of assets of the Company, and with a special or without any right of voting.

7. The Company, in General Meeting may, before the issue of any new shares, determine that the same or any of them shall be offered in the first instance and either at par or at a premium to all the then holders of any class of shares, in proportion, as nearly as the circumstances admit, to the amount of the capital held by them, or make any other provisions as to the issue and allotment of the new shares. Any offer made under this clause shall be made by notice specifying the number of shares offered, and limiting the time within which the offer, if not accepted, will be deemed to be declined. After the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Board may dispose of the same in such manner as they think fit. The Board may likewise so dispose of any new shares, which, by reason of the ratio which the new shares, held by persons entitled to an offer of new share cannot, in the opinion of the Board, be conveniently offered under this Article.

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

9. The shares shall be under the control of the Board who may allot or otherwise dispose of the same to such person on such terms and conditions and at such time as the Board may think fit, but subject always to the articles herein contained and also to the restrictions mentioned in the foregoing clause 2 hereof.

CALLS ON SHARES

10. (a) The Board may from time to time make calls of such amounts as it thinks fit 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.

(b) A call may be revoked or postponed at the discretion of the Board subject to the provisions of the Companies Act.

11. (a) If a sum called in respect of a share is not paid on or before the day appointed for the payment thereof, the persons from whom the sum is due shall pay interest thereon at such rate as the Board may fix but the rate of interest shall not be less than the highest rate at which the Company may have taken loan from its bankers or any other source during the period the sum remains unpaid.

(b) Notwithstanding anything contained herein, the Directors shall be at liberty to waive payment of any such interest wholly or in part.

12. 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 as may be agreed between the Board and the member paying the sum in advance.

TRANSFER OF SHARES

13. Any share may be transferred by a member or other person entitled to transfer to any member or members selected by the Transferor; but save as aforesaid, and save as provided by clause 18 or 19 hereof, no share shall be transferred to a person who is not a member so long as any member or any person selected by the directors as one whom it is desirable in the interest of the Company to admit to membership, is willing to purchase the same at the fair value hereinafter referred to.

14. Except where the transfer is made pursuant to clause 18 or 19 hereof, the person proposing the transfer of any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the share to any member or person selected as aforesaid willing to purchase the share (hereinafter called "purchasing member") at the price so fixed, or at the option of the purchasing member, at the fair value to be fixed in accordance with clause 16 hereof. A transfer notice may include several shares and in such case shall operate as if it were a separate notice in respect of each share. A transfer notice shall not be revocable except with the sanction of the Board of Directors.

15. If the Company shall, within the space of two months after being served with a transfer notice, find a purchasing member and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value as fixed in accordance with clause 14 or 16 hereof, to transfer the shares to the purchasing member.

16. In case any difference arises between the proposing transferor and purchasing member as to the fair value of a share, the Auditors of the Company shall, on the application of either party, certify in writing the sum which, in their opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditors shall be considered to be acting as experts and not as arbitrators, and accordingly Indian Arbitration Act shall not apply.

17. If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring the share, the Company may receive the purchase-money and the proposing transferor shall be deemed to have appointed any one director or the secretary of the Company as his agent to execute a transfer of the share to the purchasing member and upon the execution of such transfer the Company shall hold the purchase-money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

18. If the Company shall not, within the space of the two months after being served with a transfer notice, find a purchasing member and give notice in manner aforesaid, the proposing transferor shall at any time within three months afterwards be at liberty, subject to clause 20 hereof to sell and transfer the share (or where there are more shares than one, those not placed) to any person and at any price not below the price mentioned in the transfer notice.

"PROVIDED FURTHER that if all the shareholders of the company waive in writing their respective rights under clause 13 to 19 hereof and/or express in writing their no-objection, the proposing transferor shall be at liberty subject to clause 20 hereof, to sell the share or shares to any person or persons at any price and the restrictions on transfer of shares to non-members mentioned in clauses 13 to 19 hereof shall have no application".

19. *Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, mother, brother, sister, nephew, niece, wife or husband of such member and any share of a deceased member may be transferred by his heirs or legal representative to any child or other issue or any other relation of such deceased member to whom such deceased member may have specially bequeathed the same, and shares standing in the name of the Trustees of any Deed of Trust made by a member or of the will of any deceased member may be transferred upon any change of the trustees for the time being of such Deed or will. Provided further that the Company may, within one year after the date of such transfer by the heirs or legal representatives of a deceased member, by a special resolution passed at a general meeting of the shareholders, compel such child or other issue or relation of such deceased member or such other person to whom the deceased member may have specifically bequeathed the same, to transfer the share of such deceased member or any of them, to any member of the company, and

* Inserted by Special Resolution passed at the Extra-ordinary General Meeting held on 15.2.1988 and confirmed by the Company Law Board, NR Bench, New Delhi on 19.3.1996.

thereupon such transferee shall be deemed to have given to the Company, a transfer notice in respect of the said shares and to have specified therein the amount fixed under clause 16 thereof as the fair value and subsequent proceeding under article 14 to 18 hereof may be taken on that footing.

20. (1) Subject as aforesaid and section 111 of the Companies Act the Board may at any time in their absolute and uncontrolled discretion decline to register any proposed transfer of shares. The clause shall also apply to a case where the proposed transferee is also a member.

(2) The Board may also decline to register any transfer of shares on which the Company has a lien. The Board may also suspend the registration of transfers during fourteen days immediately preceding the annual general meeting in each year. The Board may also decline to recognise any instrument of transfer unless :

(a) A fee of twenty-five paise is paid per share, but no fee, higher than Rs. 10 (ten) shall be charged in respect of one single transfer form for any number of shares; and

(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.

If the Board refuse to register a transfer of any shares, they shall, within two months after the date on which the transfer was lodged, send to the transferee and the transferor notice of the refusal.

GENERAL MEETINGS

21. At least 7 days notice (exclusive of the day of which notice is served or deemed to be served but inclusive of the day for which the notice is given) specifying the place, the day and hour of the meeting and in case of special business, the general nature of such business shall be given in such manner as may be required by the Companies Act, 1956, or in such other manner, if any as may be prescribed by the Company in General Meeting, to such persons as are under the Companies Act, 1956, or the Articles of the Company, entitled to receive such notices from the Company, but the accidental omission to give such notice or non-receipt of notice by such persons shall not invalidate the proceedings at any general meeting. A general meeting may with the consent of majority of the members, be called by such shorter notice and in such manner as the members may think fit.

DIRECTORS

22. The number of Directors shall not be less than two nor more than ten exclusive of Debentures or Mortgage Directors (if any).

23. The first Directors of the company shall be :

- (1) Mr. Prem Parkash
- (2) Mr. S.N. Rustogi (Shri Niwas Rustogi)

24. A director shall not be required to hold any qualification shares.

25. The quorum necessary for the transaction of the business of the Directors shall consist of one-third of the total strength or two Directors, whichever is more subject to section 287 of the Companies Act.

26. The Board may elect one of the Directors to act as Chairman for its and share holders meetings and determine the period for which he is to hold office.

27. Subject to the provisions of section 292 of the Companies Act, a resolution in writing signed by all the Directors for the time being in India, and entitled to vote thereof shall have the same effect and validity as resolution passed at a Board meeting duly convened and constituted.

28. The remuneration payable to Directors shall be determined by the Directors in the Board meeting from time to time by way of sitting fee, salary, commission or otherwise and the Directors also shall determine the remuneration of any Director or Directors for attending any of their committee meetings. The Board may allow and pay to any Director for the purpose of attending any meeting such further sum as the Board may consider a fair compensation for his expenses and loss of time in connection therewith in addition to his fees for attending such meeting as aforesaid.

29. If any Director, being willing, shall be called upon to perform extra or special work or to make any special exertions for any of purposes of the company or to give special attention to business and affairs of the company, the Board of Directors of the Company may subject to any applicable provision of the Companies Act, 1956, remunerate such Director either by paying a fixed sum or a percentage of profits or in any other manner, and may allow to such Director at the cost and expense of the Company such facilities or amenities e.g., rent free house, free medical aid, free conveyance etc., as the Board may determine from time to time.

30. Subject to section 292 of the Companies Act, 1956, the Board may authorise or empower any director or directors, managing directors or the secretary of the company either by name, in virtue of office or otherwise, or any other person or persons, either singly or jointly, to exercise or perform such powers, authorities and function subject to such restriction, and conditions, if any, and either generally or in specific cases as the Directors may think proper.

31. The Board may appoint and, at their discretion remove or suspend managing directors, managers, officers by whatever designation called, engineers, experts, legal advisers, solicitors, clerks, agents, salesmen, workmen and others, servants or profession-

ais for permanent, temporary or special services, the director may from time to time think fit and determine their duties, fix their remuneration, salaries or emoluments and delegate to or confer upon them such powers including the power to subdelegate authorities and discretions as the directors may think fit.

32. Subject to any applicable provision of the Companies Act, 1956, the Board is authorised to set apart from the profits of the company for any year such sum as they may think fit for charitable purposes or other objects of public utility and to appropriate and spend the same from time to time.

ROTATION OF DIRECTORS

33. At every annual general meeting of the company one-third of the Directors for the time being or if their number is not three or a multiple of three, then the number nearest to three shall retire from office by rotation.

34. The Directors to retire in any year shall be those who have been longest in office, but as between persons who become directors on the same day, those to retire shall (unless they agree among themselves) be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election.

35. The Company, at any General Meeting at which any Director retires in manner aforesaid, shall fill up the vacated office by electing a like number of persons to be Directors, and without notice in that behalf may fill up any other vacancies.

36. If at any meeting at which an election of Directors ought to take place, the places of the vacating Directors are not filled up, the meeting shall stand adjourned till the same day in the next week at the same time and place, and if at the adjourned meeting the places of the vacating Directors are not filled up the vacation Directors or such of them as have not had their places filled up shall be deemed to have been re-elected at the adjourned meeting.

37. Any casual vacancy in the Board of Directors may be filled up by the Board and any person who is appointed shall retain his office so long only as the vacating Director would have retained as if no vacancy had occurred.

BORROWING POWERS

38. Subject to section 292 of the Companies Act, the Board may from time to time at their discretion borrow or secure payment of any sum or sums of money for the purposes of the Company. The payment or repayment of such money may be raised or secured in such manner and upon such terms and conditions as the Board may think fit, and in particular by the issue of Debentures or Debenture Stock of the Company charged upon all or any part of the property of Company, both present and future, including its uncalled capital for the time being, and the Debentures and Debenture Stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

SEAL

39. The Board shall provide for a Common Seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of a Resolution of the Board of Directors or a Committee of Directors, previously given. Provided, however, that if there shall be only one Director present in the Union Territory of Delhi the Seal of Company may be used by him without a resolution of the Board of Directors. Every deed or instrument to which the Seal of the Company is required to be affixed shall unless the same is executed by a duly constituted attorney for the Company be signed by one Director and the Seal shall be affixed thereto in his presence.

40. Subject to provisions of section 201 of Companies Act, 1956, the managing director, directors, auditors, secretary and other officers for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their heirs, executors and administrators, respectively shall be indemnified out of the assets of the Company from and against all suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trust except such (if any) as they shall incur or sustain by or through their own, wilful neglect or default respectively and no such officer or trustee shall be answerable for the acts, receipts, neglects or default of any other officer or trustees or joining in any receipts for the sake of conformity or for the solvency or honesty of any bankers or other persons with whom any money or effects belonging to the Company may be lodged or deposited for safe custody or for any insufficiency or deficiency of any security upon which any monies of the Company shall be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office or trust unless the same shall happen through the wilful neglect or default of such officer or trustee.

S. No.	Names, addresses and description of subscribers	Signatures of the Subscribers	Signatures of witnesses with addresses and occupation
1.	Prem Parkash S/o L. Mauzi Ram B-56, C.C. Colony, Delhi. (Service)	Sd/-	R.K. Garg (Service) C/o Shri B.L. Garg J. Magistrate C-3, D.A. Flats, Model Town, Delhi-110 009.
2.	Shri Niwas Rustogi S/o Shri Banwari Lal 75-A, Gautam Nagar New Delhi (Service)	Sd/-	N.P. Jain (Service) XIII/4503, Main Road, Pahari Dhiraj, Delhi-110 006.

For Indica Travels & Tours Pvt. Ltd.


SHIBAN KOTRU
President

Dated this 1st day of Oct. Nineteen hundred eighty.