
**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
SIGNODE INDIA LIMITED**

CERTIFIED TRUE COPY

For Signode India Limited


Company Secretary

(Incorporated under the Companies Act, 1956)

(Company Limited by Shares)

MEMORANDUM OF ASSOCIATION
OF
SIGNODE INDIA LIMITED¹

- I. The name of the Company is SIGNODE INDIA LIMITED²
- II. The Registered office of the Company will be situated in the State of Andhra Pradesh³.
- III. The objects for which the Company is established are:
 - A. **THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
 1. To carry on business as traders, manufacturers, producers, assemblers, dealers, importers, exporters, stockists, distributors, agents, fabricators, service providers and consultants of packaging materials, tools, equipment, accessories, supplies and systems.
 - B. **THE OBJECTS INCIDENTAL OR ANCILARY TO THE ATTAINMENT OF MAIN OBJECTS ARE:**
 2. To enter into any partnership or an agreement for sharing profits, union of interest, co-operation, joint venture, reciprocal concessions or otherwise, either in part or whole with any person or company or companies foreign or otherwise, carrying on or about to carry on or engaged in any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.

¹ Amended by Special Resolution passed at the Extraordinary General Meeting Held on August 19, 2013

² Amended by Special Resolution passed at the Extraordinary General Meeting Held on August 19, 2013

³ Amended by Special Resolution passed at the Extraordinary General Meeting Held on August 19, 2013 and approved by Regional Director by its Order dated October 31, 2013

For Signode India Limited


Company Secretary

3. To apply for purchase or otherwise acquire or develop any patents, brevets d'invention, process, inventions, copyrights, trademarks, concessions, licenses and like, subject to royalty or otherwise, conferring an exclusive or non-exclusive or limited right to use any secret or other information as to any invention or process which may seem capable of being used for the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, manage, sell, let, grant, licenses in respect of or otherwise turn to account or deal with the property rights and information so acquired or otherwise belonging to the Company.
4. To establish, appoint, regulate, and discontinue offices, branches, agents, representatives, distributors, dealers, logistics suppliers, logistics consultants, wholesalers or retailers in all such places in India or abroad as the Company may from time to time determine for carrying out all or any of the Company's objects and to act as agents for others.
5. To purchase, take on lease or in exchange, hire contract or otherwise acquire any movable or immovable property of any rights, privileges or concessions which the Company may think necessary or convenient for the purpose of its business.
6. To purchase, own, take on lease or in exchange or otherwise acquire and undertake all or any part of the business, rights, privileges, property and liabilities of, and to amalgamate or into partnership with or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with, any company in India or abroad having objects altogether or in part similar to those of the Company, and to lend money to, guarantee the performance of contracts of, or subsidise or otherwise assist any such company for such considerations and on such terms as may seem expedient.
7. To promote, establish, undertake, form and be interested in, and to apply for, acquire, hold, and dispose off shares in any institutions, business pool, combine, syndicate, industrial trading or manufacturing company in India or abroad having objects altogether or in part similar to those of the Company carrying on any business capable of being conducted so as to directly or indirectly benefit the Company and to subsidise or assist any industry or undertaking financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue of shares, stocks, debentures, debenture stock or other securities of such industry or undertaking.
8. To invest moneys of the Company not immediately required in such investments as may be thought proper and to hold, sell or deal in such investments in such manner as may from time to time be determined.
9. To borrow or raise money in such manner and on such terms as the Company shall think fit and to secure the repayment of any moneys borrowed, raised, or owing, by mortgage, charge or lien upon the whole or any part of the Company's properties or

assets both present and future including its uncalled capital and also by mortgage, charge or lien to secure and guarantee the performance by the Company of any obligations or liabilities it may undertake.

10. To enter into any arrangement with any Government, Indian or foreign authority, supreme, public, municipal, local or otherwise and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the Company's objects or any of them, and to carry out, exercise and comply with any such arrangements, rights, concessions and privileges.
11. To draw, make, accept, endorse, discount, execute and issue cheques, bills of exchange, promissory notes, hundies and all other negotiable instruments or securities.
12. To lend or advance or deposit moneys belonging to or entrusted to or at the disposal of the Company, or give credit to any company and in particular to customers of the Company and others having dealings with the Company with or without security, on such terms and conditions as may seem expedient.
13. To pay out of the funds of the Company all costs, charges, expenses, preliminary and incidental to the promotion, formation, registration and establishment of the Company and all other expenses including interest on the funds invested by the promoters at such rate as the Company may deem fit; and make reimbursement of deposits, advances for purchases, expenses for negotiation, contracts and arrangements made prior to and in anticipation of the formation and incorporation of and commencement of business by the Company.
14. To take over, approve, adopt or ratify all steps taken and commitments made by the promoters for the main business of the Company prior to its incorporation.
15. To pay for any rights, concessions or properties acquired by the Company, and to reimburse any person or company either in cash or by the allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.
16. To undertake, promote, encourage, initiate, assist, and engage in all kinds of research and development work and to set up laboratories and other facilities required for the same and tender such assistance, monetary or otherwise as may be required for the purpose.
17. To let, sub-let, give on lease, rent or hire, any portion of the lands, factory(s), mills, warehouses, tanks, channels or other buildings or structures of the Company.
18. To sell, exchange and enfranchise, lease out, mortgage, dispose off, turn to account or otherwise deal with the whole or any part of the undertaking, business or property of the Company either together or in such portion and for such consideration as the Company may think fit.

19. To support, subscribe or contribute to, or otherwise assist any charitable, benevolent, religious, social, religious, scientific, educational or other institutions or for any public, general or useful objects.
20. To provide for the welfare of employees or ex-employees of the Company and their families and dependants either by grants of money, pensions, allowances or in any other manner as may be expedient.
21. To make arrangements as the Company may deem fit for the holding of any property of the Company in the nature of trustee or trustees for the Company.
22. To establish or promote any company or companies for the purpose of acquiring all or any of the property rights of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placement or underwrite, subscribe or otherwise acquire all or any part of the shares, debentures or other securities of such other company.
23. To advertise, publicise or promote the sale of any goods articles or things produced, manufactured, traded or dealt with by the Company in such manner as may be deemed expedient including advertisement in press, radio or television, issue of circulars, brochures, leaflets, catalogues, price lists or by circulation of mementos, gifts and other articles or by granting prizes, awards and grants in such manner as may be expedient.
24. To agree to refer to arbitration, disputes present or future between the Company and other individual, firm, or company and to submit the same to arbitration or any arbitrator in India or abroad and either in accordance with Indian or any other foreign system of law.
25. To start, establish, run or hire out workshops, machine shops, tool rooms or other facilities for repairs, maintenance, conversion, alteration, servicing of machines, equipments, tools, accessories and parts capable of being used or deemed necessary for the business of the Company.
26. To act as representatives, distributors, agents, or brokers, whether sole or for a particular territory of any firm or company whether Indian or foreign and to appoint representatives, distributors, agents, and brokers whether sole or for different territories, of the goods, produced, purchased, or imported by the Company on such terms and conditions as the Company shall think fit.
27. To invest moneys of the Company in other companies, whether or not having objects altogether or in part similar to those of the Company and to hold, sell or deal in such investments in such manner as deemed expedient.

C. OTHER OBJECTS NOT INCLUDED IN 'A' AND 'B' ABOVE:

28. To establish, own or acquire ferrous and non-ferrous metal melting furnaces and rolling mills and to carry on business as traders, manufacturers and fabricators of ferrous and non-ferrous ingots, blocks, billets, slabs, sheets, hot rolled steel strips,

strips with edges, rounded or otherwise shaped, coated strips, galvanized or zinc finished or wax coated or painted.

29. To design, manufacture and trade in all kinds of value added products manufactured with industrial and consumer waste and scrap material of steel, paper, plastics, chemicals and other packaging products.
 30. To produce, trade/trading, manufacture, fabrics and dispose off or engage in the business of manufacturing of packing accessories and supplies, airbags, load cushioners, load anchors, pneumatic gun nailers, nails and collated nails, staplers, stapler nails and retaining door kits, rail, car loading items.
 31. To design, manufacture, trade fabricate and dispose off all kinds of machines, automatic numbering and weighing machines for industrial and packaging uses, laminated paper board specialities, metal marking equipment and supplies, coil and strip coating lines, reclosable plastic bags and metal connector plates. .
 32. To start, establish, run or hire out workshops, machine shops, tool rooms or other facilities for repairs, maintenance, conversion, alteration, servicing of machines, equipments, tools, accessories and parts and to trade in, stock, sell, import, export, let on hire and deal in all machines, implements, tools, accessories and spare parts capable of being used or deemed necessary for the business of the Company.
 33. To provide, comprehensive engineering services in all the areas of the Company's activities including drawing, technical advice, erection, fabrication, construction supervision, commissioning, testing, repairing, maintaining of equipment, tools and machines and all other services deemed necessary for the business of the Company.
 34. To manufacture, import, export, buy, sell and deal in all raw materials and other substances used in the manufacture, production or treatment of any product or other substances, articles and things, the manufacture of which the Company is authorized to undertake and turn to account, render marketable and deal in any of the by-products of the manufacturing process which the Company may undertake.
 35. To carry on the business as transporters, break bulk agents, clearing and forwarding agents and cargo handing agents for goods and merchandise or other properties of all kinds.
- IV. The liability of the members is limited.
- V. (a) The Authorized share capital of the Company is Rs. 150,00,00,000 (Rupees One Hundred and Fifty Crores only) divided into 15,00,00,000 (Fifteen Crores only) equity shares of Rs. 10/- (Rupees Ten only) each with power for the Company to consolidate, convert, sub-divide, reduce or increase the capital and to issue any new shares with any preferential or special rights and conditions attached thereto subject to the provisions of the Companies Act, 1956.
- (b) The paid-up Share Capital of the Company shall be minimum of Rs. 5,00,000/- (Rupees Five lakhs).

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 our respective names.

Sl. No.	Names, descriptions and addresses of subscribers	No. of equity shares taken by each Subscriber	Signature of subscribers	Signature, name, address, occupation and description of Witness
1.	ITW Signode India Limited 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad 500 034. Thru its Constituted Attorney Mr. R V S Ramakrishna S/o. Mr. R C V Naidu having address at 5, Road No. 4, Banjara Hills, Hyderabad 500 034. Occupation: Company Executive	50,000 (Fifty thousand)	Sd/-	WITNESS TO SUBSCRIBER 1 TO 7: Sd/- Hemant Puthran S/o. Mr. N. K. Puthran
2.	Mr. Ravi Venkata Siva Ramakrishna S/o. Late Ravi Chinna Venkata Naidu Address: 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034. Occupation: Company Executive	1 (One)	Sd/-	5B, Diamond House, 35 th Road, Bandra (West), Mumbai 400 050. Occupation: Corporate Lawyer
3.	Mr. Pratip Sen Gupta S/o. Mr. Prasanta Kumar Sen Gupta Address: 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034. Occupation: Company Executive	1 (One)	Sd/-	

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For Signode India Limited

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Anurag Singh
Company Secretary

4.	Ms. Zahra Basrai D/o. Late Mohsin Basrai Address: 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034. Occupation: Company Executive	1 (One)	Sd/-
5.	Ms. Uma Devaguptapu W/o. Mr. Ashwini Nangia Address: 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034. Occupation: Company Executive	1 (One)	Sd/-
6.	Mr. Ravindra Babu Gullapalli S/o. Mr. Srinivasa Rao Gullapalli Address: 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034. Occupation: Company Executive	1 (One)	Sd/-
7.	Mr. Namburi Lakshmi Narayana Raju S/o. Mr. Namburi Rama Krishnam Raju Address: 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad 500 034. Occupation: Company Executive	1 (One)	Sd/-
	TOTAL	50,006 (Fifty thousand six only)	

Place: Mumbai

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Dated this 4th day of August, 2003.

Note: By a Special Resolution passed at an Annual General Meeting of the Company held on 30th September, 2015 these Articles were approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

(The Companies Act, 1956 (to the extent not repealed) read with the Companies Act, 2013 (to the extent notified)

(Company Limited by Shares)

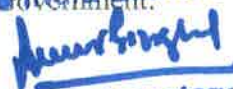
Articles of Association

of

Signode India Limited

1. In these Articles, unless the context otherwise requires:
- (a) "Act" or "this Act" shall mean "The Companies Act, 1956", or "The Companies Act, 2013", as the case may be or any statutory modification or re-enactment thereof. The provisions of these Articles shall be construed with reference to notified sections of Companies Act, 2013, which repeals their corresponding counterpart sections under the Companies Act 1956 and the sections of the Companies Act 1956, which have not been so repealed.
 - (b) "Board" or the "Board of Directors" shall mean, as the case may be, the Directors of the Company referred to collectively or a meeting of the Directors duly called and constituted in accordance with these Articles.
 - (c) "Company" shall mean "**Signode India Limited**"
 - (d) "Director" shall mean any person elected, appointed or nominated as a Director of the Company.
 - (e) "Rules" mean rules as made by Central Government from time to time by issue of notification in exercise of their power contained under the Act.
 - (f) "Seal" means the Common Seal of the Company.
 - (g) "Secretarial Standard" means Secretarial Standards issued by the Institute of Company Secretaries of India constituted under section 3 of the Company Secretaries Act, 1980 and approved by the Government.

CERTIFIED TRUE COPY

For Signode India Limited

Company Secretary

Unless the context otherwise requires, words or expressions contained in these Articles shall be the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

2. The regulations contained in Table "F" (which expression shall include any modification, amendment or re-enactment thereof) in the First Schedule to the Companies Act, 2013 shall apply to the Company so far as they are not inconsistent with any of the provision contained in these Articles or modifications thereof and only to the extent that there is no provision in these Articles. In case of any conflict between the provisions of these Articles and Table 'F', the provisions of these Articles shall prevail.

The following regulations of Table "F" shall not apply: Proviso to 13(1), 19, 20, 21, 22, 23, 24, 25, 26, 27, 37, 48, 60, 65, 68 (ii), 73 (ii) (to the extent it gives casting vote to the Chairperson), 76, 79 and 91.

The regulations 39 and 40 of Table "F" shall apply mutatis mutandis to bonus debentures.

Wherever a reference in these Articles to the Act is provided, shall include reference to the relevant Rules framed thereunder and applicable Secretarial Standards.

PUBLIC COMPANY

3. The Company is a "public company" within the meaning of Section 2(71) of the Act.

CAPITAL

4. The authorized share capital of the Company is such that is stated in Clause V of the Memorandum of Association of the Company or altered, from time to time and with powers to increase, reduce or divide the capital for the time being into several classes and to attach thereto respectively such preferential, priority, deferred, qualified or special rights, privileges, conditions or restrictions, whether in regard to dividend, voting, return of capital, distribution of assets or otherwise, however as may be determined in accordance with law and the regulations from time to time of the Company and to vary, modify or abrogate any such rights, privileges, conditions or restrictions in such manner as may from time to time be provided by the regulations of the Company and to consolidate or sub-divide or reorganize shares or issue of shares of higher or lower denominations. The paid-up Share Capital of the Company shall be minimum of Rs. 5,00,000/- (Rupees Five lakhs).

5. The Company may (subject to the provisions of the Act) from time to time by Special Resolution reduce its share capital or any Capital Redemption Reserve Account or Share Premium Account in anyway authorized by law and in particular may pay off any paid-up share capital upon the footing that it may be called up again or otherwise and may if and so far as is necessary, alter its Memorandum by reducing the amount of its share capital and of its shares accordingly.
6. The shares shall be under the control and disposal of the Directors who may allot or otherwise dispose of the same to such persons and on such terms as the Directors think fit and to give any persons any shares whether at par or at a premium and for such consideration and on such terms and conditions as the Directors may think fit.
7. Subject to the provisions of these Articles and the Act, the Company shall have power to issue preference shares including cumulative convertible preference shares, convertible debentures and other securities which are, at the option of the Company or are liable to be redeemed on such terms and in such manner as the Company may determine.
8. Subject to any direction to the contrary that may be given by the meeting that authorized the issue of the new shares, all new shares authorized to be issued shall be offered to the members holding equity shares (held by them) and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time which the offer, if not accepted, will be deemed to be declined and after the expiration of such time or on the receipt of an intimation from the member to whom such notice is given, that he declines to accept shares offered, the directors may allot or otherwise dispose of the same to such persons and upon such terms as they may think fit.
9. The Directors may, with the sanction of the Company in General Meeting by means of a special resolution, offer and allot shares to any person at their discretion by following the provisions of sections 42 and 62 of the Act and other applicable provisions, if any.
10. Subject to the provisions of the Act and the Articles, the Board may allot and issue shares in the capital of the Company as payment for any property/undertaking sold or transferred or for services of any kind rendered to the Company in the conduct of its business and any shares which may be so issued, shall be deemed to be fully paid-up shares.

TRANSFER, TRANSMISSION AND SALE OF SHARES

11. Subject to the provisions of Section 56 of the Act, no transfer of share shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate, or if no such certificate is in existence the letter of allotment of the shares and such other evidence as the Board may require to prove the title of the transfer or his right to transfer the shares. The transferor shall be deemed to remain the member in respect of such shares until the name of the transferee is entered in the register of members in respect thereof.
12. An application for the registration of the transfer of a share may be made either by the transferor or the transferee provided that where such application is made by the transferor, no registration shall in the case of partly paid share, be effected unless the Company gives notice of application to the transferee in the manner prescribed by Section 56 of the Act and subject to the provisions of the Articles of the Company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the register the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.
13. The instrument of transfer shall be in the form prescribed by the Act or by the Rules made thereunder.
14. Subject to the provisions of Section 58 of the Act, the Directors may, after giving reasons for refusal, decline to register any proposed transfer of shares or transmission of shares whether or not the transferee is a member of the Company. The instrument of transfer shall be in writing and all the provisions of Section 56 of the Companies Act and or any statutory modification thereof for the time being, shall be duly complied with in respect of all transfers of shares and registration thereof.
15. If the Company refuses to register the transfer of any share or transmission of any share, the Company shall within one (1) month from the date on which the instrument of transfer was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving information of the transmission, as the case may be.
16. No transfer of shares shall be registered in favour of a person of unsound mind and no transfer of partly paid shares shall be registered in favour of a minor.
17. The executor or administrator or succession certificate holder of a deceased member (not being one or several joint holders) shall be the only person recognized by the Company as having any title to the share registered in the name of such member,

and in case of the death of any one or more of the joint holders of any registered share, the survivors shall be the only person or persons recognized by the Company as having any title to or interest in such share, but the Board may require such evidence of death as it may deem fit. Before recognizing any executor or administrator or succession certificate holder, the Board may require him to obtain a Grant of Probate or Letters of Administration or other legal representation as the case may be, from a competent Court and having effect in the place where the office is situated.

18. Any committee or guardian of a lunatic or any person becoming entitled to or to transfer a share in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board thinks sufficient, may, with the consent of Board (which the Board shall not be bound to give) be registered as a member in respect of such share or may subject to the regulations as to transfer hereinbefore contained, transfer such share. This article is hereinafter referred to as the 'Transmission Article'.
19.
 - 1) If the person so becoming entitled under the Transmission Article shall elect to be registered as the 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.
 - 2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing an instrument of transfer of the share.
 - 3) All the limitations, restrictions and provisions of the Articles relating to the right to transfer and the registration of instruments of transfer of a share shall be applicable to any such notice or transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the member had not occurred and the notice of transfer were a transfer signed by that member.
20. A person so becoming entitled under the Transmission Article to a share by reason of the death, lunacy, bankruptcy or insolvency of the holder shall, subject to the applicable provisions of the Act be entitled to the same dividends and other advantages as he would be entitled to if he was the registered holder of the share except that no such person shall before being registered as a member in respect thereof, be entitled to exercise in respect thereof any right conferred by the membership in relation to the 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 (90) days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with.

21.
 - 1) Every shareholder or debenture holder of the Company, may at any time, nominate, in the prescribed manner, a person to whom his shares in, or debentures of the Company shall vest in the event of his death.

2) Where the shares in, or debentures of the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or debentures of the Company, as the case may be, shall vest in the event of death of all the joint holders.

3) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in or debentures of the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in or debentures of the Company, the nominee shall, on the death of the shareholder or debenture holder or as the case may be, on the death of the joint holders, become entitled to all the rights in such shares or debentures or, as the case may be, all joint holders, in relation to such shares or debentures, to the exclusion of all other persons, unless the nomination is varied, cancelled in the prescribed manner.

4) Where the nominee is a minor, it shall be lawful for the holder of the shares or debentures, to make the nomination to appoint, in prescribed manner, any person to become entitled to shares in or debentures of the Company, in the event of his death, during the minority.

DEMATERIALIZATION OF SHARES

22. Notwithstanding anything contained herein, the Company shall be entitled to dematerialize its shares and other securities pursuant to the Depositories Act, 1996 (or such other amendments or reenactments thereof) and to offer its shares, debentures and other securities for subscription in a dematerialized form. The Company shall further be entitled to maintain a register of members with the details of members holding shares both in physical and dematerialized form in any media as permitted by law including any form of electronic media.

SWEAT EQUITY SHARES

23. The Company may exercise the powers of issuing sweat equity shares conferred by the Act of a class of shares already issued subject to the following conditions:
- (a) the issue of sweat equity shares is authorized by special resolution passed by the Company in general meeting;
 - (b) the resolution specifies the number of shares, the current market price, consideration, if any, and the class or classes of directors or employees to whom such equity shares are to be issued; and
 - (c) not less than one year has, at the date of issue, elapsed since the date on which the Company was entitled to commence business.

EMPLOYEE STOCK OPTION SCHEME

24. Subject to the provisions of the Act, and other provisions in law in this regard, the Board is hereby authorized to issue shares or debentures (whether or not convertible into shares) for offer and allotment to such of the officers and employees of the Company as the Board may select or the trustees of such trust as may be set up for the benefit of the officers and employees in accordance with the terms and conditions of such scheme, plan or proposal as the Board may formulate, the Board may impose conditions that the shares in or debentures of the Company so allotted shall not be transferable for a specified time period.

GENERAL MEETING

25. Not less than twenty one (21) days' notice in writing shall be required for calling general meetings of the Company. Provided that a general meeting may be called after giving shorter notice than that specified above, if consent is accorded by not less than 95% (ninety five percent) of the members entitled to vote at such meeting.

26. A statement setting out the material facts as specified under section 102 of the Act, concerning each item of special business to be transacted at a general meeting, shall be annexed to the notice calling such meeting.

27. The quorum requirements for general meetings shall be as under and no business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business:

Number of members up to 1000: 5 members personally present

Number of members 1000-5000: 15 members personally present

Number of members more than 5000: 30 members personally present

28. The Company shall have the power to hold the general meeting(s) through the means of video (or such other mode as permissible under the Act) and to permit the members/Directors to participate in such meeting(s) through the means of video conferencing (or such other mode as permissible under the Act) and vote electronically using electronic platforms subject to applicable provisions, if any, of the Act.

29. The accidental omission to give such notice to or non-receipt of such notice by such person shall not invalidate proceedings at the General Meeting.

BOARD OF DIRECTORS

30. As per section 152 of Companies Act, 2013, the number of Directors of the Company shall not be less than 3. The maximum Directors shall be not more than 15.
31. At every annual meeting, one-third of the Directors shall retire by rotation in accordance with provisions of Section 152 of the Act.
32. A Director shall not be required to hold any qualification shares in the Company.
33. Subject to the provisions in the Act, the Directors may, at any time appoint any person as Director to fill any casual vacancy or as an Additional Director in accordance with the provisions of the Act.
34. Subject to the provisions in the Act, the Board of Directors may appoint an Alternate Director to act for a Director during his absence, in accordance with the provisions of the Act.
35. The Directors may appoint such number of Independent Directors as are required under Section 149 of the Act. Independent Director shall be appointed for such period as prescribed under relevant provisions of the Act and shall not be liable to retire by rotation.
36. Board meetings shall be convened by the Managing Director or any Director of the Company or any other person authorized by the Board. Not less than seven (7) days notice shall be given of meeting to all Directors whether in India or outside India. With the unanimous consent of all the Directors, an emergency meeting may be held on giving less than seven (7) days notice.
37. To the extent permissible by law, any member of the Board who is not able to attend a meeting of the Board or of any committee of which he is a member, shall be entitled to participate in that meeting through video conferencing facilities or other audio visual means as permissible under the Act and shall be entitled to vote as if he was present at that meeting.
38. Where a notice of a meeting is required to be given to a Director who is not in India, the notice shall be given by a "facsimile and/or e-mail" at the facsimile number and/or the e-mail address provided by such Director. The service of notice shall be deemed to have been effected on the same working day as the day on which the facsimile and/or the e-mail is sent unless the facsimile and e-mail is sent after 6.00 p.m. Indian Standard Time, in which case, the service of notice shall be deemed to have been effected on the first working day following the day on which the facsimile and/or the e-mail was sent.

39. Subject to the provision of the Act and these Articles, in the event of Financial Institutions/Banks agreeing to extend loans/financial assistance to the Company, subject to them being given rights to appoint Directors (hereafter referred to as Institutional Directors), so long as such loans/financial assistance taken by the Company from the Financial Institutions/Banks remain outstanding, the Institutions/Banks shall have the right from time to time to appoint such number of Institutional Directors of the Company as may be agreed upon in the Loan Agreements with power to remove such Directors from office and, on vacancies being caused in such offices from any cause whether by resignation, death, removal or otherwise, to appoint other persons as Institutional Directors of the Company. Any such appointment or removal shall be by notice in writing signed by the respective Institution/Banks and served on the Company. It shall not be necessary for such Institutional Directors to hold any qualification shares and they shall not be liable to retire by rotation or, subject to the provision of the Act, be removed from their office by the Company. The said Director shall be entitled to the same rights and privileges and be subject to the same obligation as any other Directors of the Company.

MEETING OF BOARD OF DIRECTORS

40. The quorum for a meeting of the Board of Directors of the Company shall be one-third of its total strength or two Directors, whichever is higher, and the participation of the Directors by video conferencing or by other audio visual means shall also be counted for the purposes of the quorum.
41. Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. The Chairman, if any, shall not have a casting vote.
42. The Company shall have the power to hold Board or Committee meeting(s) through the means of video (or such other mode as permissible under the Act) and to permit the Directors to participate in such Board or Committee meeting(s) through the means of video conferencing (or such other mode as permissible under the Act), subject to applicable provisions, if any, of the Act and other regulatory provisions, if any, which may be prescribed.

DUTIES OF A DIRECTOR

43. Subject to the provisions of the Act, a Director shall act in accordance with these Articles.

- (a) A Director shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment.
- (b) A Director shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- (c) A Director shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- (d) A Director shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such Director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the Company.
- (e) A Director shall not assign his office and any assignment so made shall be void.

REMUNERATION TO DIRECTOR

- 44. The fees payable to a Director for attending a meeting of the Board or committee thereof shall be such sum as the Board, may from time to time, determine not exceeding the maximum permissible under the Act.
- 45. (a) Subject to the provisions of the Act, the Managing Director and Whole-time Directors, Chief Executive Officer or Manager may be paid remuneration either by way of a monthly payment and/or a specified percentage of the net profits of the Company and/or partly by one way and partly by other.
- (b) Subject to the provisions of the Act, a Director, who is neither in the whole time employment nor a Managing Director may be paid remuneration either by way of monthly, quarterly or annual payment or by way of commission.
- 46. In addition to the remuneration payable to them in pursuance of the Act, the Directors shall be paid all travelling, hotel and other expenses properly incurred by them –
 - a) in attending and returning from meetings of the Board of Directors or any Committee thereof or general meeting of the Company; or
 - b) in connection with the business of the Company.

CIRCULAR RESOLUTION

47. Save as otherwise expressly provided in the Act, a resolution duly passed by circulation as per the Act shall be as valid and effectual as if it had been passed at a meeting of the Board or committee, duly convened and held.

THE SEAL

48. The Company shall have a Common Seal and the Board shall provide for the safe custody thereof. Every deed 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, be signed by one Director and some other person appointed by the Board of Directors for the purpose.
49. The Company shall also be at liberty to have an official seal in accordance with the Act, for use in any territory, district or place outside India.

SECURITY CLAUSE

50. Every Director, Secretary, Manager, Auditor, Trustee, Member of the Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall be pledged to observe strict secrecy respecting all transactions of the Company and state of accounts with individuals and in all matters relating thereto, and shall pledge himself not to reveal any of the matters which may have come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any meeting of the shareholders or to comply with any of the provisions of the Act or these Articles.

INDEMNITY AND RESPONSIBILITY

51. **Directors' and others' right to indemnity**

Subject to the provisions of Section 188 and 197 of Companies Act, 2013, every director, Key Managerial Person, officer or employee of the Company may be indemnified by the Company against liability in respect of matters which arise from acts or omissions of such person in the ordinary course of discharging his or her authorised duties in good faith and in the best interest of the Company other than liability which arises as a result of such person's negligence, default, misfeasance, breach of duty or breach of trust and the Company may pay all costs, losses and expenses (including reasonably incurred legal fees, disbursements and travelling expense) which such director, officer or employee may incur or become liable to by

reason of any contract entered into or act or deed done by him/her as such director, officer or employee in any way in the discharge of his/her duties in good faith and in the best interest of the Company except if such costs, charges, losses and damages are incurred or sustained by him/her through or by his/her own negligence, default, misfeasance, breach of duty or breach of trust.

52. Indemnification upon successful defense and for services as witness

Subject to the provisions of Section 188 and 197 of Companies Act, 2013, every director, Key Managerial Person, officer, employee of the Company may be indemnified against any liability incurred by him/her in defending any proceedings (including legal fees), whether civil or criminal in which judgment is given in his/her favour or in which he/she is acquitted or discharged or in which relief is granted to him by the court or the Tribunal.

To the extent any person who is or was a director, officer or employee of the Company has served or prepared to serve as a witness in any action, suit or proceeding (whether civil, criminal, administrative or investigative in nature) or in any investigation by the Company or the Board of Directors thereof or committee thereof by reason of his/her services as a director, officer or employee of the Company (other than in a suit commenced by such person), the Company may indemnify such person against expenses (including attorneys' fees and disbursements) and costs actually and reasonably incurred by such person in connection therewith (following the final disposition of such action, suit or proceeding) within 30 (thirty) days after receipt by the Company from such person of a statement requesting such indemnification, averring such service and reasonably evidencing such expenses and costs.

53. Accrual of Claims; Successors

The indemnification provided or permitted under Articles 51 to 52 above shall apply in respect of any expense, cost, judgement or amount paid in settlement (subject to the Company consenting to any such settlement, which consent shall not be unreasonably withheld), whether or not the claim or cause of action in respect thereof accrued or arose before or after the effective date of adoption of these Articles. The right of any person who is or was a director, officer or employee of the Company to indemnification under Articles 51 to 52 above shall continue after he/she shall have ceased to be a director, Key Managerial Person, officer or employee of the Company and shall inure to the benefit of the heirs, distributees, executors, administrators and other legal representatives of such person.

54. **Corporate Obligations**

The Company shall have an obligation to its current and former director, officer, employee and their heirs, distributees, executors, administrators and other legal representatives, and such persons acting in such capacities shall be entitled to rely on Articles 51 to 52 above, without giving notice thereof to the Company.

55. **Insurance**

The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer or employee of the Company, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Articles 51 to 52 above or applicable law.

Provided that where any insurance is taken by the Company on behalf of its managing director, whole-time director, manager, Chief Executive Officer, Chief Financial Officer or Company Secretary for indemnifying any of them against any liability in respect of any negligence, default, misfeasance, breach of duty or breach of trust and if such person is proved to be guilty, the premium paid on such insurance shall be treated as part of the remuneration of such person.

GENERAL AUTHORITY

56. Any kind of business which by the Memorandum of Association of the Company or by these Articles is expressly or by implication authorized to be undertaken by the Company, may be undertaken by the Board at such time or times as they shall think fit.

57. Wherever in the Act, it has been provided that any company shall have any right, privilege or authority or that any company cannot carry out any transaction unless it is so authorized by its Articles, then and in that case this Article hereby authorizes and empowers the Company to have such right, privilege or authority and to carry out such transaction as have been permitted by the Act, without there being any other specific Article in that behalf herein provided.

We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association.

Sl No.	Name, address, description and Occupation of Subscribers with their Signatures	Signature of subscribers	Signature, name address, description and occupation of witness
1.	<p>ITW Signode India Limited 3rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034.</p> <p>Through its Constituted Attorney Mr. R V S Ramakrishna S/o. Late R C V Naidu having address at 3rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034 Occupation: Company Executive</p>	Sd/-	<p>WITNESS TO SUBSCRIBER 1 TO 7:</p> <p>Sd/-</p> <p>Hemant Puthran S/o. Mr. N. K. Puthran 5B, Diamond House, 35th Road, Bandra (West), Mumbai 400 050.</p> <p>Occupation: Corporate Lawyer</p>
2.	<p>Mr. Ravi Venkata Siva Ramakrishna S/o. Late Ravi Chinna Venkata Naidu</p> <p>Address: 3rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034.</p> <p>Occupation: Company Executive</p>	Sd/-	
3.	<p>Mr. Pratip Sen Gupta S/o. Mr. Prasanta Kumar Sen Gupta</p> <p>Address: 3rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034</p> <p>Occupation: Company Executive</p>	Sd/-	

4.	Ms. Zahra Basrai D/o. Late Mohsin Basrai Address: 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034. Occupation: Company Executive	Sd/-
5.	Ms. Uma Devaguptapu W/o. Mr. Ashwini Nangia Address: 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034. Occupation: Company Executive	Sd/-
6.	Mr. Ravindra Babu Gullapalli S/o. Mr. Srinivasa Rao Gullapalli Address: 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034. Occupation: Company Executive	Sd/-
7.	Mr. Namburi Lakshmi Narayana Raju S/o. Mr. Namburi Rama Krishnam Raj Address: 3 rd Floor, Merchant Towers, 5, Road No. 4, Banjara Hills, Hyderabad - 500 034. Occupation: Company Executive	Sd/-

Place: Mumbai

Dated this 4th day of August, 2003.

CERTIFIED TRUE COPY

For Signode India Limited
Namburi
Company Secretary