

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
ACCELYA SOLUTIONS INDIA LIMITED
(Incorporated under the Companies Act, 1956)

- I. The name of the Company is Accelya Solutions India Limited.
- II. The Registered Office of the Company will be situated in the State of Maharashtra.
- III. The objects of the Company on its incorporation are:-
 - A. THE MAIN OBJECTS OF THE COMPANY TO BE PERSUED BY THE COMPANY ON ITS INCORPORATION:-**
 1. To take over the business of the running concern named Kale Consultants and to provide systems and services in automation, computerisation and related activities to person or persons, institutions, Government and Semi-Government bodies and organisations and any other entities not covered in above, in or/and outside India.
 2. To extend consultancy in Systems, Software Services, Management, Marketing, Taxation, Financing, Project work to various organisations both in India and Abroad.
 - B. OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS:-**
 3. To act as technicians, consultants, and to install computers to render consultancy on technical and other aspects of systems and procedures, organization and methods, production, and manufacturing, engineering, marketing, personnel, finance, and administration for various organization/ Institutions.

NOTE: Name of the Company was changed from Kale Consultants Limited to Accelya Kale Solutions Limited vide special resolution passed by the shareholders of the Company on 3rd January, 2012 by postal ballot.

NOTE: Name of the Company was changed from Accelya Kale Solutions Limited to Accelya Solutions India Limited vide special resolution passed by the shareholders of the Company on 1st May, 2019 by postal ballot.

3A. To carry on the business of purchase, sale, distribution, import, export, extend on lease systems, programs, and to develop computer softwares including data processing, management information systems, systems evaluation, design, analysis and studies, operations research and software solutions. To establish work stations, development centres for domestic and exports software, process controls, purchase and sale of software products and systems.

3B. To act as consultants and advisors on information systems, information processing, know-how programs, telecommunication systems including e-commerce and as purveyors of information systems and services based on the use of computers and business machines of all kinds including all types of information and word processing equipments and allied peripherals. To do all necessary acts and things connected with Information Technology, Network Technology and Sattelite Networking.

4. To enter into arrangements with any other Company / Companies, Firm / Firms, or Person/ Persons to establish or promote any Company or firm for carrying out the objects for which the company is formed.
5. To deal in activities of purchase of computers and parts thereof
6. To act as analytical and consulting Engineers, to undertake analytical, process development and research and development work of all types and give consultancy and other services to engineering and other industries.
7. To acquire, obtain, supply, provide, and maintain trade marks, designs, patents, technical knowledge and the like, enter into technical collaboration whether in India or abroad and to promote, invest in and finance new Companies and Projects both in India or abroad.
8. To buy, sell, exchange, alter, improve and deal in plant, tools, equipment, materials, articles and things necessary for carrying on the business of the company with relation to computer systems or otherwise.
9. To carry on any business or branch of a business which the company is authorised to carry on by means of or through the agency of any subsidiary Company and to enter into any arrangement with any such subsidiary for taking the profits and bearing the losses of any business or branches so conducted or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangements which may appear appropriate with reference to any business or branch so carried on including right at any time to close any business or any such businesses or branch either temporarily or permanently and to appoint Directors or Managers of any such subsidiary company.

NOTE: Clause 3A and 3B were inserted vide special resolution passed in the Extra-Ordinary General Meeting held on 22-06-1999

10. To purchase, build, acquire by grant, exchange, lease, barter, licence or otherwise either absolutely or conditionally, either separately or jointly with others as contractors or otherwise any lands, buildings, warehouses, machinery, plant works, conveniences, stock-in-trade, and other movable or immovable property of any description, patents, trademarks, concessions, privileges and other rights for the object and business of the company and to construct, repair, demolish, maintain and alter any infrastructural facilities or works necessary for the purpose of the company and to pay for such lands or property or rights by shares, debentures or other securities of the company or by cash or otherwise and to manage, develop, sell, let on lease or otherwise dispose off the same for such consideration deemed expedient and develop resources thereof by clearing, planting or otherwise.
11. To buy, import or otherwise deal on hire, repair, assemble or trade in engines and all appliances, apparatus, even those which may hereafter be invented, connected with generation, accumulation, distribution or employment of electricity or any power, force or energy that can be used as substitute including all cables, wires for connecting and including formation, maintenance and alteration of exchange and centres.
12. To amalgamate, enter into partnership or joint ventures or arrangements for sharing profits or losses with any person/persons or organization-organizations engaged in business which the company is authorised to carry on and to give or accept considerations for any of those acts, shares, debentures or any security agreed to and to hold or sell and deal with any of the securities received.
13. To import and export the computers, consumables and associated equipment thereof including the hardware, communication devices and software products and services.
14. To undertake sales promotion and other allied activities for attainment of objects.
15. To accept and sub-let all or any contracts from time to time and upon such terms and conditions as may be thought expedient.
16. To purchase, take on lease or in exchange, hire or otherwise acquire any immovable or movable property and any rights or privileges which the company may think necessary or congenient for the purpose of its business and in particular any land, buildings, equipment which may be acquired by the company and either to retain any assets so acquired for the present and future of the company's business or to turn the same to account as may seem expedient.

17. To apply for, purchase, or otherwise, acquire any patents, brevetesed inventions, licences, concessions conferring any exclusive or non-exclusive or limited right to use of any secret or other information as to any invention which may seem capable of being used for any of the purpose of the company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
18. To employ/ hire experts to investigate and examine into the condition, prospects, value character and circumstances of any business concerns and undertaking and generally of any assets, property or rights.
19. To enter into any arrangement with any Government or authority supreme throughout the world, that may seem conducive to the company's objects or any of them and to obtain from any such Government or authority all rights, concessions and privileges which the company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
20. To sell, rent, lease, grant licences, assessments and other rights over and in any other manner deal with or dispose off the undertaking, property, assets, rights and effects of the company which the Board may think fit and in particular for shares, debentures or securities of any other company.
21. To acquire any such shares or other securities by original subscription or otherwise and guarantee subscription and enforce rights and powers thereof.
22. To enter into arrangements with any Governments or authorities or any persons or Company conducive to the Company's objects and obtain any rights, contracts, licences and concessions in the interest of the company and to apply for, promote and obtain and act or authorisation for enabling the company to carry on its objects and to oppose bills or proceedings directly or indirectly prejudicial to the company.
23. To establish, provide or otherwise subsidise research laboratories and for experiments and undertake and carry on scientific, industrial, economic and technical research and promote studies thereon and encourage such activities considered to benefit the company or its business or industry, directly or indirectly in immediate or distant future.
24. To give donations to deserving persons and institutions and contribute to charitable, scientific, religious or other institutions for any public or other objects, subject to Companies Code.

25. To establish and maintain or procure donations for any contributory or non-contributory pension or other funds for the benefit of persons in the services of the company or its subsidiaries or for its Directors or Officers and their wives and dependants and also to establish and subsidise institutions of funds for advancing the interests of any such person named whether alone or jointly with others.
26. To distribute any of the property of the company in specie among the members and the employees subject to provision of Companies Act, 1956, in the event of winding up.
27. To refer or agree to refer any claim or other question by or against the company to arbitration in India or abroad and do things expedient to observe or enforce awards.
28. To lend or advance money or give credit to customers or others and to guarantee performance of any contracts or obligation and give guarantee and indemnities.
29. To invest and deal with moneys required in such manner deemed fit. To invest and deal with the moneys of the company for the purposes of the company in or such investments and in such manner as may from time to time be determined.
30. To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
31. To invest in computers and other systems or parts thereof and to lease them out or give on hire purchase schemes or to let them as per suitable conditions, as deemed fit.
32. To impart training of all aspects of systems and management consultancy to students, businessmen, professionals and other personnel both in India or abroad. To organise and participate in trade shows/ seminars for advancement of the company objectives.
33. To enjoy business benefits in research or otherwise through barter with individuals or institutions, to promote the industry knowledge.
34. To enter into joint ventures with any organization in India or abroad for any of the objects beneficial to the company.
35. To provide, supply and recommend hardware for various entities mentioned in main objects of these Memorandum or otherwise. It will also prepare various package products consisting of Software or Hardware or both.

C. OTHER OBJECTS OF THE COMPANY ARE AS FOLLOWS:-

36. To carry on business as manufacturers, importers, exporters, dealers, agents, distributors, traders, contractors, repairers, servicers, trainers, brokers, and leasers of computers and computerised systems and subsystems and associated equipment including hardware and / or software products, electronics system and subsystems, micro-processors, data communication equipment, home computers, personal computers, mini, main frame computers, data preparation devices and other computer systems and subsystems and supplies thereof in particular and similarly to act as value added remarketeers of computers and software packages and associated products.
37. To purchase and sell lands and do the business of commission agents of lands and properties.
38. To cultivate the lands and earn income from them and to carry on all or any of the business of agriculturists, farmers, dairymen, dairy farmers, salesmen and nursery men, butchers, millers, dealers in animals of every kind, grocers and dealers in vegetables, fruits and food products.
- IV. The liability of the members is limited.
- V. The Authorised Share Capital of the Company is Rs. 20,20,00,000 (Rupees Twenty Crores Twenty Lakhs only) divided into 2,02,00,000 (Two Crores Two Lakhs only) equity shares of Rs. 10 (Rupees Ten only) each, with power to increase or reduce the capital. Similarly to divide, sub-divide, consolidate the same in the capital of Company, for the time being into several class and to attach thereto or later thereof, respectively such rights, privileges or conditions whether as regards to dividend, voting, return of capital or otherwise as may be determined by or in accordance with regulations of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such manner as may be prescribed by the regulations of the Company.

NOTE: Upon sanction by the Bombay High Court vide Order dated 05 July, 2013, of the Composite Scheme of Amalgamation between Zero Octa Selective Sourcing India Private Limited ("ZOSS") and Zero Octa Recruitment and Training (India) Private Limited ("ZORT") with Accelya Kale Solutions Limited ("the Company"), the authorised share capital of ZORT and ZOSS got merged with that of the Company from the Appointed Date viz. 01 April, 2013. Accordingly, the authorised share capital of the Company has increased from Rs. 20,00,00,000 (Rupees Twenty Crores only) divided into 2,00,00,000 (Two Crores only) equity shares of Rs. 10 (Rupees Ten only) each to Rs. 20,20,00,000 (Rupees Twenty Crores Twenty Lakhs only) divided into 2,02,00,000 (Two Crores Two Lakhs only) equity shares of Rs. 10 (Rupees Ten only) each.

We the persons, whose names and addresses are given below and are desirous of being formed into a Company in pursuance of this Memorandum of Association and respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

NAME	SIGNATURE	NO. OF SUBSCRIBED SHARES	ADDRESS	WITNESS
MR. NARENDRA HARIHAR KALE S/o, MR. HARIHAR DINKAR KALE OCCUPATION : BUSINESS	Sd/-	Five	111/5, 'C' Bilwakunj, Erandavane, 14 th Lane, Prabhat Road, Poona - 411004.	Sd/- MRS. ANUPAMA BHARAT DESHPANDE CHARTERED ACCOUNTANT HOMEGUARD BUILDING GANESH KHIND ROAD, POONA – 411005
MR. SUDHIR HARIHAR KALE S/o, MR. HARIHAR DINKAR KALE OCCUPATION : SERVICE	Sd/-	Five	Home Guard Bongalow, Ganeshkhind Road, Pune – 411005	
MR. VIPUL PRASAD JAIN S/o, MR. JINENDRA PRASAD JAIN PROFESSION : BUSINESS	Sd/-	Five	Juberkhet Estate, Mussoorie,	Sd/- MR. GOVIND DIGAMBER KALE B-1, ULTRA CO-OP HSG. SOCIETY, LT. DILIP GUPTA MARG, MAHIM, BOMBAY-400016 PROFESSION : BUSINESS
		— Fifteen		

Poona
1-9-1986

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
ACCELYA SOLUTIONS INDIA LIMITED

1. PRELIMINARY

APPLICATION OF TABLE "A"

Regulations in Table A in the first schedule to the Companies Act, 1956 shall apply to this Company except in so far as they are not inconsistent with any of the provisions contained in these regulations and except in so far as they are hereinafter expressly or impliedly excluded or modified.

2. INTERPRETATION

In this Interpretation of these Articles unless repugnant to the subject or context :

The Company or 'This Company' means **ACCELYA SOLUTIONS INDIA LIMITED**

"AUDITORS"

"Auditors means and includes those persons appointed as such for the time being by the Company.

"BOARD OR BOARD OF DIRECTORS"

"Board" means a meeting of directors duly convened and constituted, or as the case may be, the Directors assembled at the Board of the Company collectively.

"BENEFICIAL OWNER"

"Beneficial owner "means the Beneficial owner as defined under the Depositories Act.

Note : This new set of Articles of Association was adopted vide special resolution passed in the Extra-Ordinary General Meeting held on 22-06-99.

Note: Name of the Company was changed from Kale Consultants Limited to Accelya Kale Solutions Limited vide special resolution passed by the shareholders of the Company on 3rd January, 2012 by postal ballot.

Note: Name of the Company was changed from Accelya Kale Solutions Limited to Accelya Solutions India Limited vide special resolution passed by the shareholders of the Company on 1st May, 2019 by postal ballot.

"CAPITAL"

"Capital" means the Share Capital for the time being raised or to be raised for the purpose of the Company.

"DEBENTURES"

"Debentures" include debenture stock.

"DEPOSITORY"

"Depository" means a Depository as defined under the Depositories Act.

"DEPOSITORIES ACT"

"Depositories Act" means the Depositories Act, 1996 and any statutory modification or re-enactment thereof.

"DIRECTORS"

"Directors" means the Directors for the time being of Company, or as the case may be the Directors assembled at the Board.

"DIVIDEND"

"Dividend" includes bonus or interim dividend.

"EXTRA ORDINARY GENERAL MEETING"

"Extraordinary General Meeting" means an Extraordinary General Meeting of the members duly called and constituted and any adjourned holding thereof.

"GENDER"

Words importing the masculine gender also include the feminine gender.

"IN WRITING' AND 'WRITTEN"

"In writing" and "Written" include printing, lithography and other modes representing or reproducing words in a visible form.

"MEMBER"

"Member" means the duly registered holder from time to time of the shares of the Company and includes the subscribers to the Memorandum of Association of the Company and the Beneficial owner (s) as defined in the Depositories Act.

"MEETING OR GENERAL MEETING"

"Meeting" or "General Meeting" means a meeting of the members of the Company.

"MONTH"

"Month" means a calendar month

"OFFICE"

"Office" means the registered office for the time being of the Company.

"PAID-UP"

Paid-up includes credited as paid up.

"PERSONS"

"Persons" include corporations and firms as well as individuals.

"REGISTER OF MEMBERS"

"Register of members" means the Register of Members to be kept pursuant to the Act.

"SECRETARY"

"Secretary" includes an Assistant Secretary appointed by the Board to perform any of the duties of the secretary of the Company.

"SEAL"

"Seal" means the common seal for the time being of the Company.

"SHARE"

"Share" means the share in the share capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied.

"SINGULAR NUMBER"

Words importing the singular number include where the context admits or requires, the plural number and vice versa.

"THE ACT"

"The Act" means the "Companies Act, 1956" or any statutory modification or re-enactment thereof "The Act" for the time being in force.

"THE REGISTRAR"

"The Registrar" means the Registrar of Companies under whose jurisdiction the Registered Office of the Company is for the time being situate.

"YEAR AND FINANCIAL YEAR"

"Year" means the calendar year and "Financial Year" shall have the meaning thereto by Section 2(17) of the Act.

"MARGINAL NOTES"

The "Marginal Notes" hereto shall not affect the construction hereof.

Save as aforesaid any words or expressions defined in the Act shall if not inconsistent with the subject or context bear the same meaning in these Articles.

3. CAPITAL AND INCREASE AND REDUCTION OF CAPITAL

"AMOUNT OF CAPITAL"

The Authorised Share Capital of the Company is Rs. 20,20,00,000/- (Rupees Twenty Crores Twenty Lakhs Only) divided into 2,02,00,000 (Two Crores Two Lakhs only) Equity Shares of Rs. 10/- (Rupees Ten Only) each. The Company shall have power to increase or reduce the capital and to divide, sub-divide, consolidate the same into several classes and to attach thereto respectively such rights, privileges, or conditions whether as regards dividend, voting, return of capital or otherwise as may be determined by or in accordance with the Regulations of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such manner as may be prescribed by the Regulations of the Company.

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

NOTE: Upon sanction by the Bombay High Court vide Order dated 05 July, 2013, of the Composite Scheme of Amalgamation between Zero Octa Selective Sourcing India Private Limited ("ZOSS") and Zero Octa Recruitment and Training (India) Private Limited ("ZORT") with Accelya Kale Solutions Limited ("the Company"), the authorised share capital of ZORT and ZOSS got merged with that of the Company from the Appointed Date viz. 01 April, 2013. Accordingly, the authorised share capital of the Company has increased from Rs. 20,00,00,000 (Rupees Twenty Crores only) divided into 2,00,00,000 (Two Crores only) equity shares of Rs. 10 (Rupees Ten only) each to Rs. 20,20,00,000 (Rupees Twenty Crores Twenty Lakhs only) divided into 2,02,00,000 (Two Crores Two Lakhs only) equity shares of Rs. 10 (Rupees Ten only) each.

"ALLOTMENT OF SHARES"

The Directors shall in making the allotments duly observe the provisions of the Act and the Listing Agreements of Stock Exchange/s and any modifications or changes made therein from time to time.

"CONSIDERATION OTHER THAN CASH"

The Directors may issue fully paid up or partly paid up shares either on payment of cash or against consideration other than cash or partly by payment in cash and partly by consideration other than cash.

"INCREASE OF CAPITAL"

The Company in General Meeting may, from time to time, by an Ordinary Resolution, increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the resolution shall prescribe and in particular, such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a right of voting at General Meetings of the Company, in conformity with Section 87 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 97 of the Act.

"NEW CAPITAL SAME AS EXISTING CAPITAL"

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

"SWEAT EQUITY"

5. Subject to the provisions of Section 79A of the Act and other rules and regulations applicable from time to time, the Company shall have right to issue Sweat Equity shares.

"PREFERENCE SHARES"

6. Subject to the provision of Section 80 of the Act, the Company shall have power to issue Preference Shares, Convertible Preference Shares, which are or at the option of the Company are to be liable to be redeemed and the resolution authorising such issue shall prescribe the manner, terms and conditions of redemption.

"REDUCTION OF CAPITAL"

7. The Company may (subject to the provisions of Sections 100 to 105 both inclusive of the Act) from time to time, by Special Resolution reduce its share capital and any Capital Redemption Reserve Account or premium account in any manner for the time being authorised by law, and in particular capital may be paid off on the footing that it may be called up again or otherwise. This Article, is not to derogate from any power the Company would have if it were omitted.

“BUY-BACK OF SECURITIES”

8. Subject to Section 77A of the Act and other rules and regulations applicable from time to time, the Company shall have right to purchase its own securities.

"SUB-DIVISION, CONSOLIDATION AND CANCELLATION OF SHARES"

9. Subject to the provisions of Section 94 of the Act, the Company in General Meeting may, from time to time sub-divide or consolidate its shares, or any of them and the resolution whereby any share is subdivided, may determine that, as between the holders of the shares resulting from such subdivision one or more of such shares shall have some preference or special advantage as regards dividend, capital; or otherwise over or as compared with the others or other. Subject as aforesaid the Company in General meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled. The cancellation of shares in pursuance of this article shall not be deemed to be a reduction of the share capital.

"MODIFICATIONS OF RIGHTS"

10. Whenever the Capital by reason of the issue of Preference shares or otherwise is divided into different classes of shares, all or any of the rights and privileges attached to each class may subject to the provisions of Section 106 and 107 of the Act be modified, commuted affected or abrogated or dealt with by agreement with the Company and any person purporting to contract on behalf of that class, provided that such agreement is ratified in writing by holders of at least three fourth in nominal value of the issued shares of the class or is confirmed by a special resolution passed at a separate general meeting of holders of shares of that class.

“EMPLOYEE STOCK OPTION”

11. The Directors are hereby authorised to issue Equity Shares or Debentures (whether or not convertible into equity shares) for offer and allotment to such of the officers, employees and workers of the Company as the Directors may select or the trustees of such trust as may be set up for the benefit of the officers, employees and workers in accordance with the terms and conditions of such scheme, plan or proposal as the Directors may formulate. Subject to the consent of the Stock Exchanges and of the Securities and Exchange Board of India, the Directors may impose the condition that the shares in or debentures of the Company so allotted shall not be transferable for a specified period.

"REGISTER AND INDEX OF MEMBERS"

12. The Company shall cause to be kept a Register and Index of Members in accordance with Sections 150 and 151 of the Act. The Company shall be entitled to keep in any State or Country outside India a Branch Register of Members resident in that State or Country.

"DECLARATION BY PERSON NOT HOLDING BENEFICIAL INTEREST IN ANY SHARES"

Notwithstanding anything herein contained a person whose name is at any time entered, in the Register of Members of the Company as the holders of shares in the Company, but who does not hold the beneficial interest in such share, shall, within such time and in such form as may be prescribed, make a declaration to the Company specifying the name and other particulars of the person or persons, who hold the beneficial interest in such shares in the manner provided in Section 187-C of the Act.

"SHARES TO BE NUMBERED PROGRESSIVELY AND NO SHARES TO BE SUB-DIVIDED"

13. The shares in the capital shall be numbered consecutively, except those held in dematerialised form, according to their several denominations and except in the manner hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

15. "FURTHER ISSUE OF CAPITAL"

- (a) Subject to the provisions of the Act where at any time after the expiry of two years from the formation of the Company or the expiry of one year from the allotment of shares made for the first time after its formation whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares, whether out of unissued share capital or out of increased share capital, then such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on these shares at the date. Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than fifteen days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined. After the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company.
- (b) Notwithstanding anything contained in the preceding sub-clause, the Company may

- (i) by a special resolution, or
 - (ii) where no such special resolution is passed, if the votes cast (whether on a show of hands, or on a poll, as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by the members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company, offer further shares to any person or persons, and such person or persons may not include the persons who, at the date of the offer, are the holders of the equity shares of the Company.
- (c) Notwithstanding anything in sub clause (a) above, but subject, however to section 81(3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares, or to subscribe for shares of the Company.

"SHARES UNDER CONTROL OF DIRECTORS"

16. Subject to the provisions of these Articles and of the Act, the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit. Provided that the option or right to call in respect of shares shall not be given to any person except with the sanction of the Company in General Meeting.

"POWER ALSO TO COMPANY IN GENERAL MEETING TO ISSUE SHARES"

17. In addition to and without derogating from the powers for the purpose conferred on the Board under Articles 15 and 16 the Company in General Meeting may, subject to the provisions of Section 81 of the Act, determine that any share (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or not) in such proportion and on such terms and conditions and either (subject to compliance with the provisions of 78 and 79 of the Act) at a premium or at par or at a discount, as such General Meeting shall determine and with full power to give any person (whether members or not) the option to call for or be allotted shares of any class of the Company either (subject to compliance with the provisions of Sections 78 and 79 of the Act) at a premium or at par or at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting or the company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares.

"LIABILITY OF MEMBERS"

18. Every member, or his heirs, executors or administrators, shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times, and in such manner as the Board shall from time to time in accordance with the Company's regulations, require or fix for the payment thereof.

"SHARE CERTIFICATES"

19. Every member or allottee of shares be entitled, without payment to receive certificate/s specifying the name of the person in whose favour it/they is/are issued, the shares to which it/they relate/s and the amount paid up thereon. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in cases of issues against letters of acceptance or of renunciation, or in cases of issue of Bonus shares.

The share certificates shall be issued in market lots and where share certificates are issued in either more or less than market lots, sub-division or consolidation of share certificates into market lots shall be done free of charge.

20. "RENEWAL OF SHARE CERTIFICATE"

- (a) No certificate of any share or shares shall be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out, or where cages on the reverse for recording transfers have been fully utilised, unless the certificate in lieu of which it is issued is surrendered to the Company. The Company shall be entitled to charge such fee as prescribed by the rules, not exceeding rupees two per certificate, issued on splitting or consolidation of share certificates or any replacement of share certificate that are defaced or torn, as the Board thinks fit, provided that if the share certificates or letters of allotment are split or consolidated into marketable units prescribed by the Stock Exchange on which the shares of the Company are quoted, no fee shall be charged.
- (b) If a share certificate is lost or destroyed, a new certificate in lieu thereof shall be issued only with the prior consent of the Board and on payment of such fee, not exceeding rupees two as the Board may from time to time fix, and on such terms, if any, as to evidence and indemnity as to the payment of out-of-pocket expenses incurred by the Company in investigating evidence, as the Board thinks fit.

"THE FIRST NAME OF JOINT HOLDERS DEEMED SOLE HOLDER"

21. If any share stands in the names of two or more persons, the person first named in the Register shall as regards receipt of dividends or bonus or service of notices, and all or any other matter connected with the Company, except voting at meetings, and the transfer of the shares, be deemed the sole holder thereof but the joint-holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share and for all incidents thereof according to the Company's regulations.

"COMPANY NOT BOUND TO RECOGNISE ANY INTEREST IN SHARE OTHER THAN THAT OF REGISTERED HOLDER"

22. Except as ordered by the court of competent jurisdiction or as by law required, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or whose name appears as the beneficial owner of the shares in the records of the Depository, as the absolute owner thereof and accordingly shall not be bound to recognise any benami, trust or equity or equitable, contingent or other claim to or interest in such share on the part of any other person whether or not he shall have express or implied notice thereof. The Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

UNDERWRITING AND BROKERAGE

"COMMISSION MAY BE PAID"

23. Subject to provisions of Section 76 of the Act the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares or debentures in the company; but so that the commission shall not exceed in the case of shares five percent of the price at which the shares are issued and in the case of debentures two and half percent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

"BROKERAGE"

24. The Company may authorise the payment of any sum by way of brokerage which it may deem reasonable.

INTEREST OUT OF CAPITAL

"INTEREST MAY BE PAID OUT OF CAPITAL"

25. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any work or building, or the provision of any plant, which can not be made profitable for a lengthy period, the Company may pay interest on so much of that share capital as is for the time being paid up, for the period, at the rate and subject to the conditions and restrictions provided by Section 208 of the Act and may charge the same to capital as part of the cost of construction of the work or building or the provision of the plant.

CALLS

"DIRECTORS MAY MAKE CALLS"

26. The Board may, from time to time subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by resolution passed at a meeting of the Board (and not by circular resolution) make such call as it thinks fit, upon the Members in respect of all the moneys unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board. A call may be made payable by installments.

"NOTICE OF CALL"

27. Not less than fourteen days notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.

"CALLS TO DATE FROM RESOLUTIONS"

28. A call shall be deemed to have been made at the time when the resolution authorising such call was passed at a meeting of the Board.

"CALL MAY BE REVOKED OR POSTPONED"

29. A call may be revoked or postponed at the discretion of the Board.

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

"DIRECTORS MAY EXTEND TIME"

31. The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the Members who from residence at a distance or other cause, the Board may deem fairly entitled to such extension but no member shall be entitled to such extension save as a matter of grace and favour.

"CALLS TO CARRY INTEREST"

32. If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board but nothing in this Article shall render it obligatory on the Board to demand or recover any interest from any such Member.

"SUMS DEEMED TO BE CALLS"

33. 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 purpose of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

"PROOF ON TRIAL OR SUIT FOR MONEY DUE ON SHARES"

34. On the trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequently to the date at which the money sought to be recovered is alleged to have become due on the shares in respect of which such money is sought to be recovered, that the resolution making the call is duly recorded in the Minute Book; and that notice of such call was duly given to the Member, his representatives sued in pursuance of these Articles; and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive of the debt.

"PARTIAL PAYMENT NOT TO PRECLUDE FORFEITURE"

35. Neither the receipt by the Company of a portion of any money which shall from time to time due from any Member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

36. "PAYMENT IN ANTICIPATION OF CALLS MAY CARRY INTEREST"

- (a) The Board may, if it thinks fit, agree to and receive from any Member willing to advance the same, all or any part of the amount of his shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest at such rate as the member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months notice in writing provided that moneys paid in advance of calls shall not confer a right to dividend or to participate in profits.
- (b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable.

"COMPANY TO HAVE LIEN ON SHARES"

37. The Company shall have a lien on every share (not being a fully paid share) for all moneys called or payable at a fixed time in respect of that share; but the Company shall have no general lien on such partly paid up shares.

"AS TO ENFORCING LIEN BY SALE"

38. For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued the duplicate certificate in respect of such shares and may authorise one of their member to execute a transfer deed thereof on behalf of and in the name of such Member. No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such Member or his representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.

"APPLICATION OF PROCEEDS OF SALE"

39. The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and 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 sale.

FORFEITURE OF SHARES

"IF MONEY PAYABLE ON SHARES NOT PAID, NOTICE TO BE GIVEN TO MEMBER"

40. If any Member fails to pay any call or installment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter, during such time as the call or installment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

"TERMS OF NOTICE"

41. The notice shall name a day not being earlier than the expiry of fourteen days from the date of service of notice and a place or places on and at which such call or installment and such interest thereon at such rate as the Director shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that, in the event of the non-payment on or before the time and at the place appointed, the shares in respect of which the call was made or installment is payable, will be liable to be forfeited.

"IN DEFAULT OF PAYMENT SHARES TO BE FORFEITED"

42. If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

"NOTICE OF FORFEITURE TO A MEMBER"

43. When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall

forthwith be made in Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.

"FORFEITED SHARE TO BE PROPERTY OF THE COMPANY AND MAY BE SOLD ETC."

44. Any share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.

"MEMBER STILL LIABLE TO PAY MONEY OWING AT TIME OF FORFEITURE AND INTEREST"

45. Any Member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture, until payment, at such rate as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.

"EFFECT OF FORFEITURE"

46. The forfeiture of a share involve extinction, at the time of the forfeiture, of all the interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.

"SURRENDER OF SHARE"

47. The Directors may subject to the provisions of the Act, accept surrender of any shares from or by any member desirous of surrendering them on such terms as they think fit.

"EVIDENCE OF FORFEITURE"

48. A declaration in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.

"VALIDITY OF SALE UNDER ARTICLES NO. 38 & 44"

49. Upon any sale after forfeiture or for enforcing a lien purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

"CANCELLATION OF SHARE CERTIFICATES IN RESPECT OF FORFEITED SHARES"

50. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.

"POWER TO ANNUL FORFEITURE"

51. The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.

TRANSFER AND TRANSMISSION OF SHARES

"REGISTER OF TRANSFERS"

52. The Company shall keep a "Register of Transfers", and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share.

"FORM OF TRANSFER"

53. Shares in the Company may be transferred by an instrument in writing in the form prescribed by the provisions of the Act, and shall be duly stamped and delivered to the Company within the prescribed period.

"TRANSFER FORM TO BE COMPLETED AND PRESENTED TO THE COMPANY"

54. The instrument of Transfer duly stamped and executed by the Transferor and the Transferee shall be delivered to the Company in accordance with the provisions of the Act. The instrument of Transfer shall be accompanied by such evidence as the Board may require to prove the title of the transferor and his right to transfer the shares and every registered Instrument of Transfer shall remain in the custody of the Company until destroyed by order of the Board. The transferor shall be deemed to be the holder of such shares until the name of the transferee shall have been entered in the Register of Members in respect thereof. Before the registration of a transfer, the certificate or certificates of the shares must be delivered to the Company.

In the case of transfer or transmission of shares or other marketable securities where the Company has not issued any certificate and where such shares or securities are being held in any electronic and fungible form in a Depository, the provisions of the Depositories Act, 1996 shall apply.

"TRANSFER BOOKS AND REGISTER OF MEMBERS WHEN CLOSED"

55. The Company shall inform the dates of book closure 42 days in advance to the Stock Exchange/s. The Board shall have power of giving not less than seven days previous notice by advertisement in some newspaper circulating in the district in which the office of the Company is situate to close the Transfer Books, the Register of Members or Register of Debenture-holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year as to it may seem expedient.

"DIRECTORS MAY REFUSE TO REGISTER TRANSFERS"

56. Subject to the provisions of Section 111 of the Act, the Board may, at its own absolute and uncontrolled discretion and without assigning any reason, decline to register or acknowledge any transfer of shares (notwithstanding that the proposed transferee be already a member) but in such case it shall, within two months from the date on which the instrument of transfer was lodged with the Company, send to the transferee and the transferor notice of the refusal to register such transfer. Provided that registration of a transfer shall not be refused on a 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 Board has exercised the power of lien vested in it under these Articles in respect of the shares proposed to be transferred.

Transfer of shares in whatever lot shall not be refused, though there would be no objection to the Company refusing to split a share certificate into several scrips of any small denominations or to consider a proposal for transfer of shares comprised in a share certificate to several parties, involving such

splitting, if on the face of it such splitting/transfer appears to be unreasonable or without a genuine need. The Company should not, therefore, refuse transfer of shares in violation of the Stock Exchange listing requirements on the ground that the number of shares to be transferred is less than any specified number.

The Company shall send the shares duly transferred within three months from allotment and one month from the date of lodgement of application for transfer.

"NOTICE OF TRANSFER WHEN TO BE GIVEN"

57. Where in the case of partly paid shares, an application for registration is made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of the Section 110 of the Act.

"DEATH OF ONE OR MORE JOINT HOLDERS OF SHARES"

58. In the case of the death of any one or more of the persons named in the register or members as the joint holders of any share, the survivor or survivors shall be the only persons recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

"TITLE TO SHARES OF DECEASED MEMBER"

59. The executors or administrators or holders of a succession certificate or the legal representative of a deceased member (not being one of two or more joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member, and the Company shall not be bound to recognise such executors or administrators or holders of a succession certificate or the legal representatives unless such executors or administrators or legal representatives shall have first obtained probate or letters of Administration or Succession Certificate, as the case may be from a duly constituted Court in the Union of India; provided that in any case where the Board in its absolute discretion thinks fit, the Board may dispense with production of Probate or Letters of Administration or Succession Certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and under Article 60 register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member of a deceased member as a member.

"REGISTRATION OF PERSONS ENTITLED TO SHARE OTHERWISE THAN TRANSFER"

60. Subject to the provisions of Articles 59 any person becoming entitled to shares in consequence of death, lunacy, bankruptcy or insolvency of any member, or by any lawful means other than by a transfer in accordance with these Articles, may, with the consent of the Board (which it shall not be under any obligation to give), 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, either be registered himself as the holder of the shares or elect to have some person nominated by him and approved by the Board registered as such holder; provided nevertheless that if such person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained, and until he does so, he shall not be free from any liability in respect of the shares.

"PERSONS ENTITLED MAY RECEIVE DIVIDENDS WITHOUT BEING REGISTERED AS MEMBER"

61. Person entitled to a share by transmission shall, subject to the right of the Directors to retain such dividends or money as hereinafter provided, be entitled to receive, and may give a discharge for any dividends or other moneys payable in respect of the shares.

"FEE ON TRANSFER OR TRANSMISSION"

62. The Company shall not charge any fee in respect of the transfer or transmission of any number of shares.

"COMPANY NOT LIABLE FOR DISREGARD OF EQUITABLE RIGHT"

63. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of share made or purporting to be made by any apparent legal owner thereof as shown or appearing in the Register of members to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or referred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

"COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS"

64. A copy of the Memorandum and Articles of Association of the Company and other documents referred to in Section 39 of the Act shall be sent by the Company to every member at his request within seven days of the request on payment of the sum of Rupee One for each copy.

"BORROWING POWERS"

65. Subject to the provisions of Section 58A, 292 and 293 of the Board may, from time to time at its discretion by a resolution passed at a meeting of the Board, accept deposit from members either in advance of calls or otherwise and also accept deposits from the public, issue debentures in any form, etc. and generally raise or borrow or secure the repayment of any sum or sums or money for the purposes of the Company. Provided, however, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its free reserves (not being reserves, set apart for any specific purpose) the Board shall not borrow such moneys without the consent of the Company in General Meeting.

"PAYMENT OR REPAYMENT OF MONEYS BORROWED"

66. Subject to the provisions of Articles 65 hereof, the payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Special resolution shall prescribe including by the issue of debentures or debenture-stock of the Company, charged upon all or any part of the property of the Company, (both present and future), including its uncalled capital for the time being and debentures, 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.

"TERMS OF ISSUE OF DEBENTURES"

67. 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 General Meetings, 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 General Meeting.

"REGISTER OF MORTGAGES ETC. TO BE KEPT"

68. The Board shall cause a proper Register to be kept in accordance with the provisions of Section 133 and 143 of the Act of all mortgages debentures and charges specifically affecting the property of the Company and shall cause the requirements of Section 118, 125 and 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with, so far as they fall to be complied with by the Board.

"REGISTER AND INDEX OF DEBENTURE-HOLDERS"

69. The Company shall, if at any time it issues debentures, keep a Register and Index of Debenture-holders in accordance with Section 152 of the Act. The Company shall have the power to keep in any state or country outside India, Branch Register of Debenture-holders resident in that State or Country.

"SHARE WARRANTS"

70. The Company may issue share warrants subject to and in accordance with, the provisions of Section 114 and 115 and accordingly the Board may in its discretion, with respect to any share which is fully paid up, on application in writing signed by the persons registered as holder of the share, and authenticated by such evidence (if any) as the Board may, from time to time, require as to the identity of the person signing the application, and on receiving the certificate (if any) of the share, and the amount of stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.

71. "DEPOSIT OF SHARE WARRANT"

- (1) The bearer of a share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending and voting and exercising the other privileges of a Member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holders of the share included in the deposited warrant.
- (2) Not more than one person shall be recognised as depositor of the share warrant.
- (3) The Company shall, on two days written notice, return the deposited share warrant to the depositor.

72. PRIVILEGES AND DISABILITIES OF THE HOLDERS OF SHARE WARRANT

- (1) Subject as herein otherwise expressly provided no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privileges of Member at a meeting of the Company, or be entitled to receive any notices from the Company.
- (2) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the shares included in the warrant, and he shall be a Member of the Company.

"ISSUE OF NEW SHARE WARRANT OR COUPON"

73. The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in the case of defacement, loss or destruction.

"CONVERSION OF SHARES INTO STOCK AND RECONVERSION"

74. The Company in General Meeting may convert any paid up shares into stock; and when any shares shall have been converted into stock, the several holders of such stock may thenceforth transfer their respective interest herein, or any part of such interest, in the same manner and subject to the same regulations as, and subject to which shares from which the stock arose might have been transferred, if no such conversion had taken place, or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into paid up shares of any denomination.

"RIGHT OF STOCK HOLDERS"

75. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding-up) shall be conferred by an amount of stock which would not, if existing in shares have conferred that privilege or advantage.

MEETING OF MEMBERS

"ANNUAL GENERAL MEETING"

76. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meeting.

"EXTRA ORDINARY GENERAL MEETING"

77. The Board may, whenever it thinks fit, call an Extra-ordinary General Meeting and it shall do so upon a requisition in writing by any Member or Members holding in the aggregate not less than one-tenth of the paid up capital as on that date or carries the right of voting in regard to the matter in respect of which the requisition has been made.

"REQUISITION OF MEMBERS TO STATE OBJECT OF MEETING"

78. Any valid requisition so made by members must state the object or objects of the meeting proposed to be called, must be signed by the requisitionists and be deposited at the Office; provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.

"ON RECEIPT OF REQUISITION DIRECTORS TO CALL MEETING AND IN DEFAULT REQUISITIONIST MAY DO SO"

79. Upon the receipt of any such requisition the Board shall forthwith, call an Extra Ordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the office to cause a meeting to be called on a day not later than forty-five days from the date of requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid up share capital of the Company as is referred to in Section 169(4) of the Act, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.

"MEETING CALLED BY REQUISITIONISTS"

80. Any meeting called under the forgoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.

"TWENTY-ONE DAYS' NOTICE OF MEETING TO BE GIVEN"

81. Twenty-one days notice at least of every General Meeting, Annual or Extraordinary, and by whomsoever called specifying the day, place and hour of meeting, and the General nature of business to be transacted thereat, shall be given to such persons as are entitled to receive notice from the Company. Provided that in the case of an Annual General Meeting with the consent in writing of all the Members entitled to vote thereat and in case of any other meeting, with the consent of Members holding not less than 95 percent of such part of the paid up share capital of the Company as gives a right to vote at the Meeting, a meeting may be convened by a shorter notice. There shall be annexed to the notice of the Meeting a statement setting out all material facts concerning each such item of special business, including in particular the nature of the concern or interest, if any, therein of every Director, and the manager (if any). Where any such item of business relates to, or affects any other company, the extent of share-holding interest in that other company of every Director.

"OMMISSION TO GIVE NOTICE NOT TO INVALIDATE A RESOLUTION PASSED"

82. The accidental omission to give any such notice as aforesaid to any of the Members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.

"MEETING NOT TO TRANSACT BUSINESS NOT MENTIONED IN NOTICE"

83. No General Meeting, Annual or Extraordinary, shall be competent to enter into, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.

"QUORUM"

84. Five Members present in person shall be a quorum for a General Meeting. A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with the provisions of Section 187 of the Act.

"IF QUORUM NOT PRESENT, MEETING TO BE DISSOLVED OR ADJOURNED"

85. If, quorum is not present at the expiration of half an hour from the time appointed for holding a meeting, of the Company if convened by or upon the requisition of Members, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day and at such other time and place as the Board may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the

time appointed for holding the meeting, the Members present shall be a quorum and may transact the business for which the meeting was called.

"CHAIRMAN OF GENERAL MEETING"

86. The Chairman (if any) of the Board shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there be no such Chairman of the Board, or if at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting or if he shall be unable or unwilling to take the chair then the Members present shall elect another Director as Chairman, and if no Director be present or if all the Directors present decline to take the Chair, then the Members present shall elect one of themselves to be the Chairman.

"CHAIRMAN WITH CONSENT MAY ADJOURN MEETING"

87. The Chairman with the consent of the members may adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished from which adjournment took place.

DEMAND FOR POLL

"WHO CAN DEMAND POLL"

88. Before or on the declaration of the result of the voting on resolution on a show of hand, a poll may be ordered to be taken by the Chairman of the meeting on his own motion and shall be ordered to be taken by him on demand made by any member or members present in person or by proxy and holding shares in the Company.

- a. Which confer power to vote on the resolution not being less than one tenth of the total voting power in respect of the resolution or
- b. On which an aggregate sum of not less than fifty thousand rupees has been paid up.
- c. The demand for poll may be withdrawn at any time by the person or persons who made the demand.

"CASTING VOTE"

89. In the case of an equality of votes the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

"TIME FOR TAKING POLL"

90. If a poll is demanded as aforesaid the same shall be taken at such time (not later than forty-eight hours from the time when the demand was made) and such place in and either by open voting or by ballot, as the Chairman shall direct, and either at once or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith.

"SCRUTINEERS AT POLL"

91. Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him. One of the scrutineers so appointed shall always be a member (not being an officer or employee of the Company) present in the meeting, provided such a Member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from office and fill vacancies in the office of scrutineer arising from such removal or for any other cause.

"DEMAND FOR POLL NOT TO PREVENT TRANSACTION OF OTHER BUSINESS"

92. The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for a transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBERS

"MEMBERS IN ARREARS NOT TO VOTE"

93. No member shall be entitled to vote either personally or by proxy at any General Meeting or meeting of a class of shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised, any right of lien.

"NUMBER OF VOTES TO WHICH MEMBER ENTITLED"

94. Subject to the provisions of these Articles and without prejudice to any special privileges or restriction as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company, every Member, not disqualified by the last preceding Article shall

be entitled to be present, and to speak and vote at such meeting, and on a show of hands every member present in person shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company; Provided, however, if any preference shareholder be present at any meeting of the Company, save as provided in clause (b) of Sub-section (2) of Section 87, he shall have a right to vote only on resolutions placed before the meeting which directly affect the rights attached to his preference shares.

"CASTING OF VOTES BY MEMBERS"

95. On a poll taken at a meeting of the Company, a Member entitled to more than one vote, or his proxy, or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

"HOW MEMBERS NONCOMPOSEMENT IS AND MINOR MAY VOTE BY HIS GUARDIAN"

96. A Member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian; and any such committee or guardian may on a poll vote by proxy; if any Member be a minor, the vote in respect of his share or shares shall be by his guardian, or any one of his guardians, if more than one, to be elected in case of dispute by the Chairman of the meeting.

"VOTES OF JOINT MEMBERS"

97. If there be joint registered holders of any share, any one of such persons may vote at any meeting or may appoint another person (whether a Member or not) as his proxy in respect of such shares, as if he were solely entitled thereto but the proxy so appointed shall not have any right to speak at the meeting and, if more than one of such joint-holders be present at any meeting, that one of the said persons so present whose name stand higher on the Register shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint-holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name shares stand shall for the purpose of those Articles be deemed joint-holders thereof.

"VOTING IN PERSON OR BY PROXY"

98. Subject to the provisions of these Articles votes may be given either personally or by proxy. A body corporate being a Member may vote either by a proxy or by a representative duly authorised in accordance with the provisions of Section 187 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy)

on behalf of the body corporate which he represents as that body could exercise if it were an individual Member.

"VOTES IN RESPECT OF SHARES OF DECEASED"

99. Any person entitled to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

"APPOINTMENT OF PROXY"

100. Every proxy (whether a Member or not) shall be entitled in writing under the hand of the appointer or his attorney, or if such appointer is a corporation under the common seal of such corporation, or be signed by an officer or any attorney duly authorised by it, and any Committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the Meetings.

"PROXY FOR A PERIOD"

101. An instrument of proxy may appoint a proxy either for the purposes of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purposes of every meeting of the Company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.

"PROXY TO VOTE ONLY ON POLL"

102. A Member present by proxy shall be entitled to vote only on a poll but not on a show of hands, unless such Member is a body corporate present by a representative who is not himself a Member, in which case such proxy shall have a vote on the show of hands as if he were a member.

"DEPOSIT OF PROXY FORM"

103. The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarially certified copy of that power of attorney, shall be deposited at the office not later than forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the due date of its execution.

"FORM OF PROXY"

104. Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in any of the forms set out in Schedule IX of the Act.

"VALIDITY OF VOTES GIVEN BY PROXY"

105. 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 revocation of the proxy or any power of attorney under which such proxy was signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the office before the meeting.

"TIME FOR OBJECTIONS FOR VOTE"

106. No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered, and every vote whether given personally or by proxy not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

"CHAIRMAN OF THE MEETING TO BE THE JUDGE OF VALIDITY OF ANY VOTE"

107. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

MINUTES OF MEETING

108. "MINUTES OF GENERAL MEETING"

- (1) The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.
- (2) Each page of every such book shall be initialled or signed and the last page of the record or proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.

- (3) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- (4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- (5) The Company may maintain Minutes of a Meeting in Loose Leaf form provided that the Minute book and the loose sheets are kept in lock and key in safe custody of and issued under control of principal officer or officers of the Company and are bound at regular interval.
- (6) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (a) is, or could reasonably be regarded as, defamatory of any person, or (b) is irrelevant or immaterial to the proceedings, or (c) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid ground.
- (7) Any such minutes shall be evidence of the proceedings recorded therein.
- (8) The book containing the minutes of proceedings of General Meetings shall be kept at the office of the Company and shall be open during business hours, for such periods not being less in the aggregate than two hours in each day as the Directors determine, for the inspection of any Members without charge.

"DIRECTORS"

"NUMBER OF DIRECTORS"

109. Until otherwise determined by a General Meeting of the Company the number of Directors (including Debenture and Alternate Directors, Nominee Directors) shall not be less than three nor more than twelve.

110. "FIRST DIRECTORS"

First directors shall be :

- 1) MR. NARENDRA HARIHAR KALE
- 2) DR. SUDHIR HARIHAR KALE
- 3) MR. VIPUL PRASAD JAIN

“NOMINEE DIRECTOR”

111. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), The Industrial Credit and Investment Corporation of India Limited (ICICI), The Industrial Reconstruction Corporation of India Limited (IRCI), Life Insurance Corporation of India (LIC), Unit Trust of India (UTI), General Insurance Corporation of India (GIC), National Insurance Company Limited (NIC), The Oriental Fire and General Insurance Company Limited (OFGI), The New India Assurance Company Limited (NIA), United India Insurance Company Limited (UI) or a State Financial Corporation or any financial institution owned or controlled by the Central Government or a State Government or the Reserve Bank of India or by two or more of them or by Central Government or State Government by themselves (each of the above is hereinafter in this Article referred to as "the Corporation") out of any loans/debentures assistance granted by them to the Company or so long as the Corporation holds or continues to hold Debentures/shares in the Company as a result of underwriting or by direct subscription or private placement, or so long as any liability of the Company arising out of any Guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, Whole-time or Non Whole-time (which Director or Directors is / are hereinafter referred to as "Nominee Director / s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s.

The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. The Company agrees that if the Board of Directors of the Company has constituted or proposes to constitute any management committee or other committee(s) it shall, if so required by the Corporation include the Nominee Director as a member of such management committee or other committee (s). Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds or continues to hold Debentures/ shares in the Company as a result of underwriting or by direct subscription or private placement or the liability of the Company arising out of the guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation are paid off or on

the Corporation ceasing to hold Debentures/shares in the Company or on the satisfaction of the liability of the Company arising out of the guarantee furnished by the Corporation.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

The Nominee Director/s shall be entitled to the same sitting fees, commission, remuneration and expenses as are applicable to other Directors of the Company. The Company shall pay the sitting fees and other expenses to the Nominee Director/s directly, but the commission, remuneration or other moneys and fees to which the Nominee Director/s is entitled shall accrue due to the Corporation and shall accordingly be paid by the Company directly to the Corporation.

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

Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or, as the case may be, to such Nominee Director/s.

Provided also that in the event of the Nominee Director/s being appointed as whole time Director/s, such Nominee Director/s shall exercise such powers and duties as may be approved by the Corporation and have such rights as are usually exercised or available to a whole time Director in the management of the affairs of the Company. Such whole time Director/s shall be entitled to receive such remuneration, fees, commission, and moneys as may be approved by the Corporation.

"ALTERNATE DIRECTOR"

112. The Board may appoint an Alternate Director to act for a Director (hereinafter called the "Original Directors") during his absence for a period of not less than three months from the State in which meetings of the Board are ordinarily held. An Alternate Director appointed under this Article shall not hold office as such for a longer period than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to such State. If the term of office of the Original Director is determined before he so returns to that State, any provisions in the Act or in these Articles for the automatic re-appointment of retiring Directors in

default of another appointment shall apply to the Original Director and not to the Alternate Director.

"ADDITIONAL DIRECTOR"

113. Subject to the provisions of section 260 & 264, the Board shall have power at any time and from time to time to appoint any other qualified person to be an Additional Director. Any such Additional Director shall hold office only up to the date of next Annual General Meeting.

"DIRECTORS POWER TO FILL CASUAL VACANCY"

114. Subject to the provisions of section 262, 264 and 284 (6) the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill up a casual vacancy. Any person so appointed shall hold office only up to the date to which the Director in whose place he is appointed would have held office if it had not been vacated by him.

"NO QUALIFICATION SHARES"

115. A Director shall not be required to hold any qualification shares.

116. "REMUNERATION OF DIRECTORS"

- (1) Subject to the provisions of the Act, a Managing Director or a Director, who is in the whole-time employment of the Company, may be paid remuneration as decided by the Board from time to time, either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.
- (2) Subject to the provisions of the Act, a Director, who is neither in the whole time employment of the Company nor a Managing Director may be paid remuneration either :
 - (i) by way of monthly, quarterly or annual payment
 - (ii) by way of commission if the Company by a special resolution has authorised such payment.
- (3) The fee payable to a Director for attending a meeting of the Board or Committee thereof shall be as the Board may decide from time to time subject to ceiling provided by the Act.

"TRAVELLING, HOTEL EXPENSES INCURRED BY DIRECTOR NOT A BONAFIDE RESIDENT OR BY DIRECTOR GOING OUT ON COMPANY'S BUSINESS"

117. The Board may allow and pay to any Director who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending a meeting, such sum as the Board may consider fair compensation or for travelling, Boarding, lodging and other expenses, in addition to the fee for attending such meetings as above specified.

"DIRECTORS MAY ACT NOTWITHSTANDING ANY VACANCY"

118. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the minimum number fixed by these Articles, continuing Directors not being less than two may act for the purpose of increasing the number of Directors to that number, or for summoning a General Meeting, but for no other purpose.

"WHEN OFFICE OF DIRECTORS TO BECOME VACANT"

119. Subject to section 283(1) and 314 of the Act, the office of a Director shall become vacant if :-

- (a) he is found to be of unsound mind by a court of competent jurisdiction ;or
- (b) he applies to be adjudicated an insolvent; or
- (c) he is adjudged an insolvent; or
- (d) he fails to pay any call made on him in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the date fixed for the payment of such call unless the Central Government has by notification in the official Gazette removed the disqualification incurred by such failure; or
- (e) he is deemed to have vacated office under the provisions of Section 314 by any place of profit being held in contravention thereof; or
- (f) he absents himself from three consecutive meetings of the Board of Directors, or from all meetings of the Board for a continuous period of three months, whichever is longer, without leave of absence from the Board; or
- (g) he becomes disqualified by an order of Court under Section 203 of the Act; or
- (h) he is removed in pursuance of Section 284; or
- (i) he (whether by himself or by any person for his benefit or on his account) or any firm in which he is a partner or any private company of which he is a Director, accepts a loan or any guarantee or security for a loan, from the Company in contravention of Section 295 of the Act; or
- (j) he acts in contravention of Section 299 of the Act ;or
- (k) he is convicted by a Court of any offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six

months; or he is convicted of an offence punishable with fine and sentenced to pay a fine of Rs.1,000/- or more.

- (l) having been appointed a Director by virtue of his holding any office other employment in the Company he ceases to hold such office or other employment in the Company; or
- (m) he resigns his office by a notice in writing addressed to the Company.

"DIRECTORS MAY CONTRACT WITH THE COMPANY"

120. (1)A Director or his relatives, a firm in which such Director or relative is a partner, or any other partner in such firm or a private company of which the director is a member or director may enter into any contact with the company for the sale, purchase or supply of any goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company, provided that the sanction of the Board is obtained before or within three months of the date on which the contract is entered into in accordance with Section 297 of the Act.

(2) No sanction however shall be necessary for :

(a) any purchase of goods and materials from the Company, or the sale of goods or materials to the Company by any such Directors, relative firm, partner or private company as aforesaid for cash at prevailing market prices; or

(b) any contract or contracts between the Company on one side and any such Director, relative, firm, partner, or private company on the other for sale, purchase or supply of any goods, materials and services in which either the Company or the Director, relative, firm, partner or private company, as the case be regularly trades or does business, where the value of goods and materials or the costs of such services do not exceed Rs.5000/- in the aggregate in any year comprised in the period of the contract or contracts : Provided that in circumstances of urgent necessity, a Director, relative, firm, partner or private company as aforesaid may without obtaining the consent of the Board enter into any such contract with the Company for the Sale, purchase or supply of goods, materials or services even if the value of such goods or the cost of such services exceeds Rs.5000/- in the aggregate in any year comprised in the period of the contract if the consent of the Board shall be obtained to such contract or contracts at a meeting within three months of the date on which the contract was entered into.

"DISCLOSURE OF INTEREST"

121.A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, or proposed contract or arrangement entered in or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in Section 299(2) of the

Act; provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other Company where any of the Directors of the Company or any two or more of them together holds or hold not more than two per cent of the paid-up share capital in the other Company. A general notice given to the Board by the Director, to the effect that he is a director or a member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the notice, be entered into with that body corporate or firm shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such general notice, and no renewal thereof shall be of effect unless, either it is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

"INTERESTED DIRECTOR NOT TO PARTICIPATE"

122. No Director shall as a Director, take any part in the discussion of, or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company, if he is in any way, whether directly or indirectly concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void; provided however that nothing herein contained shall apply to :-

- (a) any contract of indemnity against any loss which the Directors, or any one or more of them, may suffer by reason of becoming or being sureties or a surety for the Company;
- (b) any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely
 - (i) in his being
 - (a) a director of such company, and
 - (b) the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a director thereof, he having been nominated as such director by the Company, or
 - (ii) in his being a member holding not more than 2% of its paid-up share capital.

Provided further that in the event of the Central Government issuing a notification under sub-section(3) of Section 300 of the Act exempting the Company from the application of all or any of the provisions contained in

sub-section (1), the Directors of the Company may take part in the discussion of or vote on a contract or arrangement entered into or to be entered into by or on behalf of the Company notwithstanding that they may be directly or indirectly concerned or interested in the contract or arrangement and the presence of such Director shall count for the purposes of forming a quorum at the time any such discussion or vote and his vote shall not be void.

"DIRECTOR MAY BECOME DIRECTOR OF COMPANY PROMOTED BY THE COMPANY"

123. A Director may be or become a director of any company promoted by the Company or in which it may be interested as a vendor shareholder, or otherwise, and no such Director shall be accountable for any benefits received as Director or shareholder of such company except in so far as Section 309(6) or Section 314 of the Act may be applicable.

"RETIREMENT BY ROTATION"

124. At every Annual General Meeting of the Company, one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to one-third shall retire from office. Subject to Section 256(2) of the Act the Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.

125. A retiring Director shall be eligible for re-election. Subject to the provisions of the Act the Company at the general meeting at which a Directors retires in the manner aforesaid may fill up the vacated office by electing a person thereto.

126. "PROVISION IN DEFAULT OF APPOINTMENT"

(a) If the place of the retiring Director is not so filled and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

(b) if at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless –

- (i) at that meeting or at the previous meeting a resolution for the re-appointment of such Director has been put to the meeting and lost;
- (ii) the retiring Director has by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be so re-appointed;
- (iii) he is not qualified or is disqualified for appointment;
- (iv) a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or
- (v) the provision to sub-section (2) of Section 263 of the Act is applicable to the case.

"COMPANY MAY INCREASE OR REDUCE NUMBER OF DIRECTORS"

127. Subject to Section 258 of the Act the Company may by Ordinary Resolution, from time to time, increase or reduce the numbers of Directors, and may alter their qualifications and the Company may (subject to the provisions of Section 284 of the Act) remove any Director before the expiration of his period of office and appoint another qualified person in his stead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

128. "NOTICE OF CANDIDATURE FOR OFFICE OF DIRECTOR"

- (1) No person not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless he or some Member intending to propose him has, not less than fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such Member to propose him as a candidate for that office along with a deposit of Rs.500/- or such amount as may be decided by the Board within the statutory limits which shall be refunded to such person or as the case may be to such member if the person succeeds in getting elected as a director.
- (2) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 257 of the Act signifying his candidature for the office of Director) proposed as a candidate for the office of a Director shall sign and file with the Company, the consent in writing to act as a Director, if appointed.

- (3) A person other than a Director reappointed after retirement by rotation or immediately on the expiry of his term of office, or an additional or alternate Director, or a person filling a casual vacancy in the office of a Director under Section 262 of the Act, appointed as a Director or re-appointed as an additional or alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company, unless he has within thirty days of his appointment signed and filed with the Registrar his consent in writing to act as such Director.

129. "DISCLOSURE BY A DIRECTOR OF APPOINTMENT TO ANY OTHER BODY CORPORATE"

- (a) Every Director (including a person deemed to be a Director by virtue of the Explanation to sub-section (1) of Section 303 of the Act), Managing Director, Manager or Secretary of the Company shall within twenty days of his appointment to any of the above offices in any other body corporate, disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under sub-section (1) of Section 303 of the Act.
- (b) Every Director and every person deemed to be a Director of the Company by virtue of sub-section (10) of Section 307 of the Act, shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that Section.

MANAGING AND WHOLE-TIME DIRECTORS

"BOARD MAY APPOINT MANAGING OR WHOLE-TIME DIRECTOR"

130. Subject to the provisions of the Act and these Articles the Board shall have power to appoint from time to time.

- (a) one of its members as Managing Director of the Company for a fixed term not exceeding five years, and
- (b) If the Board so desires, one or more of its members as whole-time Directors with such designation as the board may decide upon such terms and conditions as the Board thinks fit, and subject to the provisions of these Articles, the Board may by resolution vest in such Managing Director and Whole-time Directors such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions as it may determine the remuneration of the Managing Director and the Whole-time Directors may be by way of monthly payment, or participation in profits or by any one or both these modes or any other mode not expressly prohibited by the Act. In addition, they shall be entitled

to receive fees for attending meetings of the Board or Committee thereof at the rate fixed under these Articles.

"RESTRICTION ON POWERS"

131. The Managing Director and the whole-time director shall not exercise the powers to :-

- (a) make calls on shareholders in respect of money unpaid on their shares in the Company;
- (b) Issue debentures; and, except to the extent mentioned in the resolution passed at the Board Meeting under Section 292 of the Act, shall also not exercise the powers to:
 - i) borrow moneys, otherwise than on debentures;
 - ii) invest the funds of the Company; and
 - iii) make loans.

132. The Company shall not appoint or employ, or continue the appointment or employment of a person as its Manager, Managing or Whole-time Director (including Technical Director) who

- a) is an undischarged insolvent, or has at any time been adjudged an insolvent.
- b) suspends, or has at any time suspended, payment of his creditors, or makes, or has at any time made, a composition with them, or
- c) is, or has at any time been, convicted by a Court of an offence involving moral turpitude.

MANAGING DIRECTOR / WHOLE-TIME DIRECTOR NOT TO RETIRE BY ROTATION

133. A Managing Director, Whole-time Director (including Technical Director) shall not while he continues to hold that office be subject to retirement by rotation, in accordance with Article 125 if he ceases to hold the office of Director he shall ipso facto and immediately cease to be a Managing Director.

PROCEEDINGS OF THE BOARD OF DIRECTORS

"MEETING OF DIRECTORS"

134. The Directors may meet together as a Board for the dispatch of business from time to time and shall so meet at least once in every three months and at least four such meetings shall be held in every year. The Directors may adjourn and otherwise regulate their meetings as they think fit.

"NOTICE OF BOARD MEETINGS"

135. Notice of every meeting of the Board shall be given to every Director for the time being in India and at his usual residential address in India to every other Director.

"QUORUM"

136. Subject to Section 287 of the Act, the quorum for a meeting of the Board shall be one-third of its total strength (excluding Directors, if any, whose places may be vacant at the time and any fraction contained in that one-third being rounded off as one) or two Directors, whichever is higher, provided that where at any time the number of interested Directors exceeds or is equal to two third of the total strength the number of the remaining Directors who are not interested, present at the meeting being not less than two, shall be the quorum during such meeting.

"ADJOURNMENT OF MEETING FOR WANT OF QUORUM"

137. If a meeting of the Board could not be held for want of quorum then, the meeting shall stand adjourned to such other date and time (if any) as may be fixed by the Chairman.

"WHEN MEETING TO BE CONVENED"

138. The Secretary or any other person authorised by the Board, shall convene a meeting of the Board by giving Notice in writing to every other Director.

"WHEN CHAIRMAN IS NOT PRESENT FOR THE BOARD MEETING"

139. If at a meeting of the Board, the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be the Chairman of the meeting.

"QUESTIONS BY BOARD HOW DECIDED"

140. Questions arising at any meeting of the Board of Directors or in resolution to be passed by circular shall be decided by a majority of votes and in case of any equality of votes, the Chairman shall have a second or casting vote.

NOTE: Article 140A was deleted vide special resolution passed at the Annual General Meeting held on 29th September, 2000

"POWERS OF BOARD"

141. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or under the Act or the Articles of the Company are for the time being vested in or exercisable by the Board generally.

NOTE: Article 141 was amended vide special resolution passed at the Annual General Meeting held on 28th September, 2010

"DIRECTORS MAY APPOINT COMMITTEE"

142. Subject to restrictions contained in Section 292 of the Act the Board may delegate any of their powers to one or more Committees of the Board consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such Committee of the Board either wholly or in part, and either as to persons or purposes; but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulation that may from time to time be imposed on it by the Board in conformity with such regulations and in fulfillment of the purpose of their appointment but not otherwise, shall have the like force and effect as if done by the Board.

"MEETINGS OF COMMITTEE HOW TO BE GOVERNED"

143. The meeting and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Director, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.

"RESOLUTION BY CIRCULATION"

144. No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors or all the members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Board, or a Committee, as the case may be), and to all other Directors or Members of the Committee, at their usual residential address in India, or by a majority of such of them as are entitled to vote on the resolution.

"ACTS OF BOARD OR COMMITTEE VALID NOTWITHSTANDING ANY DEFECT IN APPOINTMENT"

145. All acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they

or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director and had not vacated his office or his appointment had not been terminated; Provided that nothing in this Article shall be deemed to give validity to act done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

146. "MINUTES OF BOARD MEETING"

- (1) The Company shall cause minutes of all proceedings of every meeting of the Board and committee thereof to be kept by making within thirty-days of the conclusion of every such meeting entries thereof in the books kept for that purpose with their pages consecutively numbered.
- (2) Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting.
- (3) In no case minutes of proceedings of meetings shall be attached to any such book as aforesaid by pasting or otherwise.
- (4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- (5) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- (6) The Company may maintain Minutes of a Meeting in Loose Leaf form provided that the Minute book and the loose sheets are kept in lock and key in safe custody of and issued under control of principal officer or officers of the Company and are bound at regular interval.
- (7) The minutes shall also contain –

The names of the directors present at the meeting and
in the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from, or not concurring in, the resolution.

- (8) Nothing contained in sub-clause (1) to (7) shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairman of the meeting :
is, or could reasonably be regarded as, defamatory of any person;
is irrelevant or immaterial to the proceedings;

or is detrimental to the interests of the Company. The Chairman shall exercise an absolute discretion in regard to the inclusion or non inclusion of any matter in the minutes on the grounds specified in this sub-clause.

- (9) Minutes of the meeting kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

"POWERS OF THE BOARD"

147. The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act or any other Act or by the Memorandum or by the Articles of the Company required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, to the provisions of the Act, or any other Act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made : Provided that the Board shall not, except with the consent of the Company in General Meeting :-

- (a) sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the company owns more than one undertaking, of the whole, or substantially the whole, of such undertaking;
- (b) remit, or give time for repayment of any debt due by a Director;
- (c) Invest otherwise than in trust securities the amount of compensation received by the Company in respect of the compulsory acquisition of any such undertakings as is referred to in clause (a) or of any premises or properties used for any such undertaking and without which it can not be carried on or can be carried on only with difficulty or only after a considerable time;
- (d) borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), will exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose : Provided further that the powers specified in Section 292 of the Act shall subject to these Articles be exercised only at meetings of the Board, unless the same be delegated to the extent therein stated; or
- (e) Contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees, any amounts the aggregate of which will in any financial year, exceed fifty thousand rupees or five percent of its average net profits as determined in accordance with the provisions of Section 349 & 350 of the Act during the three financial years immediately preceding, whichever is greater.

"CERTAIN POWERS OF THE BOARD"

148. Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the last preceding article, it is hereby declared that the Board shall have the following powers, that is to say, power –

1. to pay and charge to the capital account of the Company any commission or interest lawfully payable thereon under the provisions of Sections 76 and 208 of the Act;
2. Subject to the Sections 292 and 297 of the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit; and in any such purchase or other acquisition to accept such title as the Board may believe or may be advised to be reasonably satisfactory;
3. at their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in cash or in shares, bonds debentures, mortgages or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged;
4. To secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit;
5. To accept from any member, as far as may be permissible by law, a surrender of its shares or any part thereof, on such terms and conditions as shall be agreed;
6. To appoint any person to accept and hold in trust for the Company any property belonging to the Company, in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relating to any such trust, and to provide for the remuneration of such trustee or trustees.
7. To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow

time for payment or satisfaction of any debts due, and for any claims or demands by or against the Company and to refer any differences to arbitration, and observe and perform any awards made thereon;

8. To act on behalf on the Company in all matters relating to bankrupts and insolvents;
9. To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
10. Subject to provisions of Section 292, 293(1) (c), 295, 369, 372A and 373 of the Act, to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such security (not being shares of this company) or without security and in such manner as they think fit, and from time to time to vary and realise such investments, save as provided in section 49 of the Act, all investments shall be made and held in the Company's own name;
11. To execute in the name and on behalf of the Company in favour of any director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit; and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon;
12. To determine from time to time who shall be entitled to sign, on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purpose;
13. To distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company;
14. To provide for the welfare of the Directors or ex Directors or employees or employees of the Company and their spouses, and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwellings or chawls, by or grants of money, pension gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds, or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit; and subject to Section 293 (i) (e) to subscribe or contribute or otherwise

to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise;

15. Before recommending any dividend, to set aside, out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund or Sinking Fund or any special Fund to meet contingencies or to repay debentures or debenture stock, or for special dividends or for equalising dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause), as the Board may, in their absolute discretion, think conducive to the interests of the Company, and subject to Section 292 of the Act, to invest the several sums so set aside or so much thereof as required to be invested, upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board in their absolute discretion, think conducive to the interests of the Company notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied to expend the same; and to divide the Reserve Fund into such special funds as the Board may think fit with full power to transfer the whole or any portion, or a Reserve fund or division of a Reserve fund to another Reserve fund or division of a Reserve fund and with full power to employ the assets constituting all or any of the above funds, including the Depreciation Fund in the business of the Company or in the purchase or repayment of debentures or debenture-stock, and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with the power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.
16. To appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisors, clerks, agents, and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries, wages or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit; and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit; and the provisions contained in the four next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause;

17. To comply with the requirements of any local law which in their opinion shall in the interests of the Company be necessary or expedient to comply with;
18. From time to time and at any time to establish any Local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be Members of such Local Boards, and to fix their remuneration;
19. Subject to Section 292 of the Act, from time to time, and at any time to delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board other than their power to make calls or to make loans or borrow moneys and to authorise the Members for the time being of any such Local Board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary delegation;
20. At any time and from time to time by Power of Attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of Members or any of the Members of any Local Board, established as aforesaid or in favour of any company, or the shareholders, directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Board and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them;
21. Subject to Section 294, 297 and 300 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient;
22. From time to time to make, vary and repeal bye-laws, for the regulation of the business of the Company, its officers and servants.

THE SECRETARY

"SECRETARY"

149. The Board may from time to time appoint, at their discretion, any individual (hereinafter called "the Secretary") to perform any functions, which by the Act are to be performed by the Secretary, and to execute any other purely ministerial or administrative duties, which may from time to time be assigned to the secretary by the Directors.

"SEAL"

150. The Board shall provide for a common seal of the Company and for the safe custody of the same. It shall be used only with the authority of the Board and be affixed on any instrument in the presence of one Director or such other person as may be authorised / appointed who shall sign the document as token thereof. The Company can have an official seal for use abroad.

"DIVISION OF PROFITS"

151. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions of these Articles, shall be divisible among the Members in proportion to the amount of capital paid-up on the shares held by them respectively.

"THE COMPANY IN GENERAL MEETING TO DECLARE A DIVIDEND"

152. The Company in General Meeting may declare dividends to be paid to Members according to their respective rights but no dividends shall exceed the amount recommended by the Board, but the Company in General Meeting may declare smaller dividend.

"DIVIDENDS ONLY OUT OF PROFITS"

153. No dividend shall be declared or paid otherwise than out of profits of the financial year arrived at after providing for depreciation in accordance with the provisions of Section 205 of the Act or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with those provisions and remaining undistributed or out of both provided that :

- (a) If the company has not provided for depreciation for any previous financial year or years which falls or fall after the commencement of the Companies (Amendment) Act, 1960, it shall, before declaring or paying a dividend for any financial year provide for such depreciation out of the profits of that financial year or out of the profits of any other previous financial year or years;

- (b) If the Company has incurred any loss in any previous financial year or years which falls or fall after the commencement of the Companies (Amendment) Act, 1960, the amount of the loss or an amount which is equal to the amount provided for depreciation for that year or those years, whichever is less, shall be set off against the profits of the Company for the year for which the dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provision of sub-section (2) of Section 205 of the Act or against both.

UNCLAIMED OR UNPAID DIVIDEND

153A The Company shall comply the provisions of section 205A of the Companies Act, 1956 in respect of unclaimed dividend

"INTERIM DIVIDEND"

154. The Board may, from time to time, pay to the Members such interim dividend as in their judgment the position of the Company justifies.

"CAPITAL PAID UP IN ADVANCE AND INTEREST NOT TO EARN DIVIDEND"

155. Where capital is paid in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest, confer a right to participate in profits or dividends.

"DIVIDEND IN PROPORTION TO CAPITAL PAID UP"

156. The Company shall pay dividends in proportion to the amount paid up or credited as paid up on each share, where a larger amount paid up or credited as paid up on some shares than on others.

"RETENTION OF DIVIDEND"

157. Subject to Section 206 A of the Act, the Board may retain the dividends payable upon shares in respect of which any person is entitled to become a Member, or which any person is entitled to transfer, until such person shall become a Member, in respect of such share or shares or shall duly transfer the same.

"DIVIDEND TO JOINT HOLDER"

158. Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends or bonus or other moneys payable in respect of such shares.

"NO MEMBER TO RECEIVE DIVIDEND WHILST INDEBTED TO COMPANY"

159.No member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any moneys may be due or owing from him to the Company, in respect of such share or shares or otherwise howsoever, either alone or jointly with any other person or persons; and the Board may deduct from the interest or dividend payable to any Member all sums of money so due from him to the Company.

"NO INTEREST ON DIVIDENDS"

160.No unpaid dividend shall bear interest as against the Company subject to the provisions of the Act.

"DIVIDEND CAN BE ADJUSTED AGAINST CALL"

161.Any General Meeting declaring a dividend may on the recommendation of the Directors make a call on the Members of such amount as the meeting fixes, but so that the call on each Member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend; and the dividend may, if so arranged between the Company and the Member, be set off against the calls.

162. "CAPITALISATION"

(a) The Company in General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the Reserve fund, or any Capital Redemption Reserve Account or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide, any unissued share or debentures or debenture-stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture-stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum. Provided that a Share Premium Account and a Capital Redemption Reserve Account may, for the purposes of this Article, only be applied in the paying up on unissued shares to be issued to Members of the Company as fully paid bonus shares.

(b) A General Meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company, or any investments representing the same, or any other undistributed profits of the Company not subject to charge for income-tax be distributed among the Members on the footing that they receive the same as capital.

- (c) For the purpose of giving effect to any resolution under the preceding paragraphs of this Article the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that such cash payments shall be made to any Member upon the footing of the value so fixed or that fraction of value less than Rs.1/- may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Board. Where requisite, a proper contract shall be delivered to the Registrar for registration in accordance with Section 75 of the Companies Act, 1956, and the Board may appoint any person to sign such contract on behalf of the person entitled to the dividend or capitalised fund, and such appointment shall be effective.

ACCOUNTS

163. The Company shall keep at the office or at such other place in India as the Board thinks fit proper Books of Account in accordance with Section 209 of the Act with respect to :

- a) all sums of money received and expended by the Company and by the Company and the matters in respect of which the receipts and expenditure take place;
- (b) all sales and purchases of goods by the Company;
- (c) the assets and liabilities of the Company.

Where the Board decides to keep all or any of the Books of Account at any place other than the office of the Company, the Company shall within seven days of the decision file with the Registrar a notice in writing giving the full address of that other place.

The Company shall preserve in good order the Books of Account relating to a period of not less than eight years immediately preceding the current year, together with the vouchers relevant to such entries in such Books of Account.

Where the Company has a branch office, whether in India or outside India, the Company shall be deemed to have complied with this Article if proper Books of Account relating to the transaction effected at the branch office are kept at the branch office and proper summarized returns, made up to dates at intervals of not more than three months, are sent by the branch office to the Company at its office or other place in India, at which the Company's Books of Account are kept as aforesaid.

The Books of Account shall give a true and fair view of the state of the affairs of the Company or branch office as the case may be and explain its transactions. The Books of account and other papers shall be open to inspection by any Director during business hours.

"INSPECTION OF ACCOUNTS BY MEMBERS"

164. The Board shall from time to time determine whether and to what extent and at what times and places and under what condition or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board.

"AUDIT"

165. Auditors shall be appointed and their rights and duties regulated in accordance with Section 224 to 233 of the Act.

166. Every account of the Company when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein, as per the statutory provisions of the Act. Whenever any such error is discovered within that period the account shall forthwith be corrected, and thenceforth shall be conclusive.

DOCUMENTS AND NOTICES

"SERVICE OF DOCUMENT OR NOTICES ON MEMBER"

167. A document or notice may be served or given by the Company on or to any Member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him.

- (1) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the document or notice, provided that where a Member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the Member and such service shall be deemed to have been effected in the case of a Notice of a meeting at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case, at the time at which the letter would be delivered in the ordinary course of post.

"BY ADVERTISEMENT"

168. A document of notice advertised in a newspaper circulating in the neighborhood of the office shall be deemed to be duly served or sent on the day on which the advertisement appears to every Member who has no registered address in India and has not supplied to the Company any address within India for the serving of documents on or the sending of notices to him.

"ON JOINT-HOLDERS"

169. A document or notice may be served or given by the Company on or to the joint-holders of a share by serving or giving the document or notice on or to the joint-holder named first in the Register of Members in respect of the share.

"ON PERSONAL REPRESENTATIVES"

170. A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

"MEMBERS BOUND BY DOCUMENTS OR NOTICES SERVED ON OR GIVEN TO PREVIOUS HOLDERS"

171. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every document or notice in respect of such share, which previously to his name, and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such share.

172. Any document or notice to be served or given by the Company may be signed by a Director or the Secretary or some other person duly authorised by a director for such purpose and the signature thereto may be written, printed or lithographed.

"SERVICES OF DOCUMENTS OR NOTICE BY MEMBERS"

173. All documents or notices to be served or given by Members on to the Company or any Officer thereof shall be served or given by sending it to the Company or officer at the office by post under certificate of posting or by registered post, or by leaving it at the Office.

WINDING-UP

"LIQUIDATOR MAY DIVIDE ASSETS IN SPECIE"

174. The Liquidator on any winding-up (whether voluntary, under supervision, or compulsory) may, with the sanction of a Special Resolution, but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the Company and may with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction shall think fit.

INDEMNITY AND RESPONSIBILITY

"DIRECTOR'S AND OTHERS' RIGHT OF INDEMNITY"

175. Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against all liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

SECRECY CLAUSE

"SECRECY"

176. (a) Every Director, Manager, Secretary, Auditor, Treasurer, Trustee, member of a Committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

(b) No Member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interests of the Company to disclose.

We the persons, whose names and addresses are given below and are desirous of being formed into a Company in pursuance of these Articles of Association and respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	SIGNATURE	NO. OF SHARES	DESCRIPTION	WITNESS
MR. NARENDRA HARIHAR KALE S/o, HARIHAR DINKAR KALE OCCUPATION : BUSINESS 111/5, 'C' BILWAKUNJ, ERANDAVANE 14 TH LANE, PRABHAT ROAD, POONA – 411004.	Sd/-	Five	-	Sd/- MRS. ANUPAMA BHARAT DESHPANDE CHARTERED ACCOUNTANT HOMEGUARD BUILDING GANESH KHIND ROAD, POONA – 411005
MR. SUDHIR HARIHAR KALE S/o, HARIHAR DINKAR KALE OCCUPATION : SERVICE HOMEGUARD BUILDING, GANESH KHIND ROAD, POONA – 411005	Sd/-	Five	-	Sd/-
MR. VIPUL PRASAD JAIN S/o, MR. JINENDRA PRASAD JAIN PROFESSION : BUSINESS JUBERKHET ESTATE, MUSSOORIE, U.P.	Sd/-	Five	-	MR. GOVIND DIGAMBER KALE B-1, ULTRA CO-OP HSG. SOCIETY, LT. DILIP GUPTA MARG, MAHIM, BOMBAY-400016 PROFESSION : BUSINESS
		<u>Fifteen</u>		

PLACE : Poona
DATE : 1-9-1986