

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

**MEMORANDUM
AND
ARTICLES
OF
ASSOCIATION**

OF

DAR CREDIT & CAPITAL LIMITED

For DAR CREDIT & CAPITAL LTD

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THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF

DAR CREDIT & CAPITAL LIMITED

- I. The name of the Company is DAR CREDIT & CAPITAL LIMITED.
II. The Registered Office of the Company will be situated in the state of West Bengal.
III. The objects for which the Company is established are:-

(A) Main Objects to be pursued on its Incorporation :

1. To finance the Industrial and other Enterprises and to provide or to give guarantees on behalf of the Company in the matter and to act as financial Consultants, Management Consultants, Brokers, Dealers, Agents and carry on the business of Share broking, exchange broking, bill broking, and general brokers for shares, debentures, debentures stocks, bonds, units, obligations, securities, commodities, bullion currencies and to manage the funds of any person or company by investment in various avenues like Income Fund, Risk Fund, Tax Exemption Funds, Pension/Superannuation Funds and to pass on the benefits of investment to the investors as dividends, bonus, interest etc. and to provide a complete range of personal financial services like investment planning, consultancy/counselling services in various fields, general administrative commercial financial, legal, economic, labour, industrial, public relations, scientific technical, direct and indirect taxation and other levies, statistical accountancy quality control, data processing by acquiring/purchasing sophisticated office machineries such as computers, tabulators, addressing machines etc.
2. To carry on and undertake the business of hire purchase, leasing and to finance lease operations, of all kinds, purchasing, selling, hiring or letting on hire all kind of plant and machinery and equipment and to assist in financing of all and every kind of description of hirepurchase or deferred payment or similar transactions and to subsidize, finance or assist in subaiding or financing the sale and maintenance of any goods, articles or commodities of all and every kind of description upon any terms whatsoever and to purchase or otherwise deal in all forms of movable property including plant & machinery, equipment, ships, aircraft, automobiles, computers and all consumer, commercial and industrial items and to lease or otherwise deal with them in any manner whatsoever including resale thereof regardless of whether the property purchased and leased by new and/or used.
3. To carry on the business to invest in, and acquire by gift or otherwise and hold, sell buy or otherwise deal in shares, debentures, debenture-stock, bonds, units, obligation and securities issued or guaranteed by any company, corporation, firm or persons whether incorporated or established in India or elsewhere and to manage investment pools, syndicates in shares, stocks and securities.
4. To act as merchant bankers, managers, advisers and counsellors in Investment and Capital market, to act as underwriters, managers to issue, registrars to issue, transfer agents, brokers, agents, dealers, guarantors, financiers, for shares, stock, bonds, units or securities of any Government or public authority or body corporate, to manage and administer computer centres and clearing houses for securities, to form syndicates or consortia of managers, agents and purchasers and to syndicate any financial arrangement whether in India or abroad in connection with the securities, to act as foreign exchange brokers, subject to the Foreign Exchange Regulation Act and directives of Reserve Bank of India, to undertake the work of factoring of Bills and other commercial papers, and to arrange and/or coordinate documentation and negotiation in this regard.
5. * To carry on the business of micro finance by providing collateral free credit to poor women and men deliver credits, thrift and savings, insurance and other financial services to them in the cities, towns, village of India with a view to provide them sustainable livelihood and enhancement of their and their family's living conditions based on needs, skill and traditional livelihood occupations and further to carry on and undertake the business of research, consultancy, technical assistance and training in the field of livelihood promotion, development finance and other financial services, as intermediary for other companies or organization.
To carry on the business of lending and advancing money, giving credits, on any terms and with or without any collateral security to any person, firm, company, body corporate, trust, individual, association of persons, households, small and medium enterprises, small scale industries, farmers etc by providing loans of any type, such as personal, business, corporate, income generation, consumption, consumer, Infrastructure development, housing, agriculture and commodity financing, purchase of machinery etc, on such terms as may be determined from time to time.

* Added vide special resolution passed in EGM dtd. 23/07/09.

(B) The objects incidental or ancillary to the attainment of the main objects of the Company are :

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| Construct and superintend buildings, offices, structures | 1. To purchase, acquire, build, construct, alter, maintain, enlarge, equip, pull down, remove or replace and to work manage and control any buildings, offices, factories, mills, laboratories shops, machinery equipment, apparatus, engines, roadways, trolleyways, reservoirs, watercourses, electric works and other works and conveniences which may seem calculated directly or indirectly to advance the main objects of the Company and to join with any other person or body corporate in doing any of these things. |
| Import and purchase of machinery, development of lands | 2. To import and purchase any machinery, implements, apparatus, equipments, materials articles and stores and to do all things for developing the property and resources of the estates and lands in such manner as the Company may think best. |
| Purchase lease, exchange of property, etc. | 3. To purchase, take on lease or tenancy or in exchange hire take options over or otherwise acquire for any estate or interest whatsoever and to hold develop, plant, improve, work, cultivate, deal with and turn to account concessions, grants, decrees, licences, privileges, claims, options, leases, property real or personal, or rights or powers of any kind which may appear to be necessary or convenient for attaining the main objects of the Company and to purchase, charter, hire build or otherwise acquire crafts, cars, vans or vehicles of any description and to employ the same in the business of the Company. |
| Technical information and know-how | 4. To acquire from any person, firm or body corporate or unincorporate, whether in India or elsewhere, technical information, know-how, processes, engineering, manufacturing and operating data plans, layouts and blue prints useful for the designing, erection and operation of plant, machinery of apparatus required for attaining the main objects of the company and to acquire any grant or licence and other rights and benefits in connection therewith. |
| Carry on of other business | 5. To do other things ancillary to main business that may seem to the company capable of being conveniently carried on in connection with the main objects or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights or which it may be advisable to undertake with a view to improving, developing, rendering valuable or turning to account any property, real or personal, belonging to the company or in which the company may be interested and to do all or any of the above things, either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise. |
| Disposal of undertaking and property of Company | 6. To sell, exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part of the undertaking property, assets, rights and effects of the company for such consideration as may be thought fit and in particular for stocks, shares whether fully or partly paid up, or securities of any other company. |
| Payment for property and services | 7. To pay for any rights or property acquired by the company and to remunerate any person, firm or body corporate rendering services to the company either by cash payment or by allotment to him or them of shares or securities of the company as paid up in full or in part or otherwise. |
| Advances deposits and loan | 8. To lend and advance money, either with or without security and give credit to such persons (including Government) and upon such terms and conditions as the company may think fit, but not amounting to banking business. |

9. To undertake financial and commercial obligations, transactions and operations for achievement of the main objects of the company. Financial and commercial obligations
10. To guarantee the performance of any contract or obligations of and the payment of money unsecured or secured of, and interest on any debenture, debenture stock or securities of any company, corporation, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the main objects of the company and in the above context to act as sureties. Guarantee and surety
11. To invest any moneys of the company in such investments (other than shares or stock in the company) as may be thought proper and to hold, sell or otherwise deal with such investments. Investment
12. Subjects to the provisions of law in force for the time being and directives issued by R.B.I. to receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures, or debenture-stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be. Borrowing
13. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instrument or securities. Negotiable instrument
14. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, patent rights, brevets invention trade marks, designs, licences, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to their use or and secret or other information as to any invention, process, privilege which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise, develop, grant licences or privileges in respect of, or otherwise turn to account, the property, rights and information so acquired. Patents, etc.
15. To expend money in experimenting on and testing and in improving or seeking to improve any patent rights, invention, discoveries, process or information of the company or which the company may acquire or propose to acquire. Improvement of patents and other rights
16. To establish, provide, maintain and conduct research and other laboratories, training colleges, school and other institutions for the training, education and instruction of students and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meeting and conferences in connection therewith. Research laboratories colleges and provision of lectures
17. To acquire and undertake all or any part of the business property and liabilities of any person or company carrying on or proposing to carry on any business which this company is authorised to carry on or possessed of property, suitable for the purposes of the company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company. Acquire and undertake business

Registration of Company
outside India

18. To procure the registration or recognition of the company in or under the laws of any place outside India and to open branches of the Company at any place whether in India or outside India.

Promotion

19. To form, incorporate, or promote any company or companies, whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control or development of the company or any other object or objects which in the opinion of the company could or might directly or indirectly assist the company in the development of its properties or otherwise prove advantageous to the company and to pay all of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered.

Amalgamation and
Partnership

20. Subject to the provisions of the Companies Act, 1956 or any re-enactment thereof for the time being in force, to amalgamate or to enter into partnership or into any arrangement for share in profits, union of interest, co-operation, joint-adventure or reciprocal concession with any person or persons or company or companies carrying on or engaged in, or about to carry on or engage in, or being authorised to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.

Government and other
concessions and to
promote and oppose
legislation

21. To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities supreme, national, local, municipal or otherwise of any place in which the company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the company or effecting any modifications in the constitutions of the company or furthering the interests of its members and to oppose any such steps taken by any other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of the company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interests of the company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the company any to obtain from any such Government authority or any company any charters contracts, decrees, rights, grants, loans, privileges or concessions which the company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, charters, decrees, rights, privileges or concessions.

Publicity

22. To adopt such means of making known the products of the company as may seem expedient and in particular by advertising in the press or any other media by purchase, exhibition or reproduction, of works of art or interest, by publication of books, pictures, and periodicals and by granting prizes, rewards and donations, or in such other manner as the Company may deem desirable.

Trusts

23. To undertake and execute any trust, the undertaking of which may seem in the company desirable, and either gratuitously or otherwise and vest any or personal property, rights or interest acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company, and with or without any declared trust in favour of the company for the purpose of the business of the company.

Establishment of
association connected
with Company or for
benefit of employees of
Company

24. To apply the assets of the company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in anyway connected with any particular trade or business or with trade or commerce generally and particularly with the trade, including any association, institution or fund for the protection of the interest of masters,

owners and employers against loss by bad debts, strikes, combination, fire, accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the company or any of its predecessors in business or their families or dependents and whether or not in common with other persons or classes of persons and in particular of friendly, cooperative and other societies, reading rooms, libraries, educational and charitable institutions, refectories, dining and recreation rooms, churches, chapels, temples, schools and hospital and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.

25. To aid, pecuniarily or otherwise, any association, body or movement having for an object the solution settlement, or surmounting of industrial or labour problems or troubles or the promotion of industry or trade. Aid to labour and other industrial associations
26. Subject to the provisions of the Companies Act, 1956 to subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition subject to the compliance of Central and State laws. Donations
27. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the company, or of any company which is a subsidiary of the company or is allied to or associated with the company or with any such subsidiary company, or who are or were at any time Directors or officers of the company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also establish and subsidise and subscribe to any institution, association, clubs or funds considered to be for the benefit of or to advance the interests and well-being of the company or of any such other company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid, subject to the compliance of Central and State laws. Provident Institutions
28. Subject to the provisions of any law for the time being in force, to distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up. Distribution in specie
29. To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare of, or the upliftment of the people in any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof either directly, or through and independent agency or in any other manner without prejudice to the generality of the foregoing, "programme of rural development" shall also include any programme for promoting the social and economic welfare of, or the uplift of the people in any rural area which the Directors consider is likely to promote and assist rural development and that the words "rural area" shall include such area as may be regarded as rural area under the Income Tax 1961, or any other law relating to rural development for the time being in force or as may be regarded by the Directors as rural areas and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority or Central or State Government or any Public Institution or Trust or Fund as the Directors may approve. Programmes for rural development social and economic welfare etc.

Promotion and growth of
national economy etc.

30. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of the national economy and for discharging what Directors may consider to be social and moral responsibilities of the Company to the Public or any section of the public as also any activity which the Directors consider likely to promote national welfare or social, economic or moral uplift of the people or any section of the people and in such manner and by such means as the Directors may think fit and the Directors may without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspaper, etc. or for organising lectures or seminars likely to advance these objects or for giving merit awards, scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, fund, trust, etc. having any one of the aforesaid objects of purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local Body Authority or Central State Government or any Public Institution or Trust or Fund as the Directors may approve.
31. To buy, sell, manufacture, repair, alter, improve, exchange, let out on hire, import, export and deal in all factories, works, plant, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles, and things capable of being used in any business which this company is competent to carry on or required by any customers or persons having dealing with the company or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection therewith and to manufacture, experiment with render marketable and deal in all products of residual and by-products incidental to or obtained in any of the businesses carried on by the company and to do all such other things as may be deemed incidental or conducive to the attainment of the main objects of the company or any of them.

(C) The other objects for which the company is established are :

Consultants

1. (a) To carry on the business of consultants and advisers to individuals, bodies corporate societies, undertaking, institutions, associations, government, local authorities and other relating to the administration, organisation and management of industry an business and generally to carry on the business of industrial and business consultants and to carry on business of advisers on problems relating to the administration and organisation of industry and business and the training of the personnel for industry and business and to carry on all or any of the business of industrial business and personnel consultants and of all systems of processes relating to production, storage, distribution and marketing and sale of goods and/or relating to the rendering of services.
- (b) To purchase, sell, export, import, manufacture, acquire, instal hire, lend and otherwise use and deal in data processing machines including computers, peripherals and soft-wares and to undertake all type of data processing jobs for industry and trade and to do any other act and carry out any other contract for the promotion, continuance and advancement of the said business and to act as consultants on matters mentioned here in above and to run and conduct bureau for computer service and in particular to develop, design, programme, conduct feasibility studies and also to acquire and their run agency for computers repair, maintenance and their installation.

Electronics

2. (a) To carry on business as manufacturers, dealers, designers, agents, exporters and importers, fabricators, assemblers, producers, processors, repairers, traders or otherwise of electrical electro chemical, electro mechanical, electro magnetic and other devices, appliances, instruments equipments, gadgets, processes, including all kinds of audio visual, consumer, professional, defence, office, process control, industrial, medical, aero space, geo-science, communication, passive, broadcasting and power generation, electronics and computer and related products including their peripherals and for the purpose of the forging, without limiting the generality materials accessories, components and spare parts and plant and machinery used in connection therewith.
- (b) To carry on establish, organise and conduct business of electrical, mechanical, structural, civil and general engineers and wiring contractors, electricians, suppliers of electricity for the purpose of light, heat, motive power or otherwise and as mechanical and chemical engineers for commercial and domestic purpose and to manufacture and deal in all sorts of electrical equipments, apparatus implements and things required for or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity required for industrial commercial and domestic or agricultural use.
3. To carry on business as agents, brokers, contractors dealers, exporters, importers, fabricators, manufacturers, assemblers, producers, repairers, traders, makers, or otherwise dealers in all kinds and forms of machinery equipment, devices, appliances instruments, equipments gadgets, processes, used for industrial, domestic or any other purposes including mechanical, electrical insulating, heating ventilating, refrigerating, radio or telegraph engineers, electricians, insulation manufacturers of and dealers in all apparatus and things required for or capable of being used in connection with the generation of electricity or the distribution, supply, storage and employment of electricity or water, and also to carry on the business of copper and tin workers aluminium and sheet metal workers and workers in all other metals, wire drawers, makers of ferrous and non-ferrous pressing forgings and stampings, coopers, packing case makers, carpenters, chromium platers, celluloid manufacturers, oil merchants, and manufacturers, oil merchants, and manufactures of, dealers in and agents for the sale and purchase of dealers in and agents for the sale and purchase of all kinds of machinery, engines, plants, forgings, and castings and all other articles and things of utility and commerce of every kinds and description and to buy, sell, repair, alter and deal in apparatus, machinery, materials and Articles of all kinds which shall be capable of being used for the purpose of any business herein mentioned or likely to be required by customers of any such business and apparatus appliances, instrument, machinery, fixtures, devices and contrivances of every kind more particularly those used in the regulation or control or temperature, heat ventilation, compression, moisture and other conditions of air, steam, electricity, gas water oil and in the drying and moistening and moistening of materials and in the regulation or control of the said or allied instruments and systems pertaining in any manner to the art, science and/or business of heating, humidification, dehumidification, absorption, purification, circulation and control of air and other gases and liquids, air conditioning, refrigeration, and handling of air or other gases and absorption, reabsorption, compressor and thermo electric water cooler, air-conditioners and cold storages, machinery plant, apparatus appliances, fittings and equipments of every description and thermostats for automatic temperature control, and room heaters with or without blow fan and hot water heaters operated with electricity, gas or oil and or all machinery, implements,

Engineering

utensils, appliances, accessories and component parts and all things capable of being used therewith and vehicles.

Leasing and Investment

4. (a) To carry on the business of a leasing and hire purchase finance company and to acquire or provide on lease or to provide on hire purchase basis all types of industrial and office plant, equipment, machinery, vehicles, building and real estate, required for manufacturing, processing, transportation and trading business and other commercial and service business.
- (b) To finance in any manner industrial, commercial or other enterprises or otherwise to advance deposit or lend with or without security money, securities, assets and property to or with such persons, firms, companies or corporations and on such terms as may seem expedient and to carry on business as financiers, capitalists, commercial agents, mortgage brokers, financial agents and advisers.
- (c) To carry on and undertake the business of finance (lending and borrowing) trading and investment Company and for that purpose to invest in acquire, sell, transfer, subscribe for, hold and otherwise dispose of and invest in any share, securities, bonds, stocks, obligation issued or guaranteed by any Company or companies constituted and carrying on business in India or elsewhere and debentures, debenture stocks, bonds, obligations and securities issued and guaranteed by any Government, State, Sovereign, Commissioners, Central or Provincial public body or authority supreme, municipal local or otherwise whether in India or elsewhere either out of its own funds or out of funds that it might borrow.

Oils

5. To carry on business of extracting oil and/or other products either by crushing or by chemical or any other process from tilseeds, cottonseeds, linseeds, castor seeds, groundnuts rapeseeds, copra, mohundaseeds or any other seed or other oil bearing substances whatsoever.

To carry on business of manufacturers, refiners, Importers and exporters of and dealers and merchants in copra, cottonseeds, linseeds, castor seeds, groundnuts or any other nut or seed or oils bearing substances whatsoever and oil cakes manufactured therefrom, makers and manufacturers of cattlefeed, nutritants, foods and feeding and fattening preparations of every description, makers and manufacturers of manures and fertilizers of every description and millers flour and merchants.

Properties

6. To acquire, by purchase, lease, exchange or otherwise, land buildings and hereditaments of any tenure or description or any estate or interest or rights over or connected with land so situated and to turn the same to account as may seem expedient and in particular by preparing building sites and by constructing reconstructing, altering, improving, decorating, furnishing and maintaining houses, flats, offices, factories warehouses, shops, wharves, buildings, works and conveniences of all kinds and by consolidating or connecting or subdividing properties and to manage land buildings and other property, whether belonging to the company or not and to collect rents and income and to supply to tenants and occupiers and others all kinds of services, conveniences, privileges, benefits, advantages and amenities refreshments, attendance, messenger, light, waiting rooms, reading rooms, meeting rooms, toilet rooms, toilet laundry, conveniences, electric conveniences, stables, garages and other advantages.

Primary Activities

7. To carry on business of fisheries, poultry, animal, husbandry dairy and to grow and cultivate tea, coffee, cinchona, rubber, timber, tobacco, cotton, jute, rice, wheat, grain, cereals seeds, nuts, sugarcane, spices and other

produce, to carry on and work the business of planters, cultivators, winners, exporters, importers, buyers and sellers of and dealers in every kind of vegetable, medicinal plants and herbs mineral or other produce of the soil, to prepare, manufacture, refine and render marketable any such produce and to buy, sell, import, export, dispose off and deal in any such produce either in its prepared, manufactured or raw state and either by wholesale or retail and to purchase take on lease or otherwise acquire, hold and work any land plantations concessions, rights, powers and privileges suitable for any such purposes.

8. (a) To carry on business as exporters, importers manufacturers, dealers, designers, agents, fabricators, assemblers, producers, processors, repairers, traders or otherwise of electrical, electro chemical, electro mechanical, electro magnetic and other electronic goods, appliances, instruments, equipments, gadgets, processes including all kinds of audio visual, consumer, professional, defence, office, process control, industrial, medical, aerospace, geo-science, communication, passive, broadcasting and power generation, electronics and computer and related products including their peripherals and for the purpose of the foregoing without limiting the generality, materials, accessories components, spare parts, plant and machinery used in connection therewith.
- (b) To carry on business as exporters, importers, manufacturers, agents, brokers, dealers, producers, processors, refiners and traders in all kinds and forms of scientific, industrial, medical, laboratory, domestic and other chemicals including drugs, medicines, pharmaceuticals, antibiotics, vitamins, fine chemicals analytical reagents and their by-products, herbal diastatic products and chemicals, biological, immunological, contraceptives and therapeutic preparations, substances, materials ingredients, mixtures, derivatives and compounds thereof.

9. To carry on business as agents, brokers, dealers, designers, exporters, importers, manufacturers, producers, processors, traders of polyamide, nylon, polyester, rayon or any other types of man-made fibres of silk, wool, cotton or any other types of natural fibres or in general of any fibres, filaments, yarns and fabrics (whether textile, felted, looped or otherwise) manufactured and/or processed from any base whether organic or inorganic or compounds or mixtures thereof, by physical, chemical or any other process or treatment now prevalent or as may be devised in future, and of spinning, blending, combing, weaving, knitting, bleaching, processing, dyeing, printing, marking or otherwise turning to account any other fabrics or finished articles thereof and of manufacturing the chemicals, dyestuffs, equipments, washing, bleaching and dyeing materials, raw materials, packing materials and all other requisites needed for all or any of the above purposes of the buy-products which can be conveniently produced therefrom and to buy, sell, import, export, distribute, trade, stock, barter, exchange, pledge, make advances upon, speculate, enter into forward transactions or otherwise deal in all or any of the foregoing.

Textiles

10. (a) To acquire, establish and maintain one or more hospital(s) or nursing homes for the reception and treatment of persons suffering from illness, or mental defect or for the reception and treatment of persons during convalescence, or of persons requiring medical attention, or rehabilitation, solely for philanthropic purposes and not for purposes of profit and to provide medical relief to the public in all the branches of medical sciences by all available means.

Hospitals

- (b) To carry out medical Research by engaging in the research and development of all fields of medical sciences, and in all therapies of

medical treatment, so as to afford medical relief in a better way and to provide research facilities for carrying on research, basic and applied, in all systems and discipline of medical and surgical knowledge, keeping in view the socio-medical and socio-economic needs of the afflicted community and to found, establish or takeover, and/or otherwise conduct research institutions in all discipline of medical and surgical knowledge.

- (c) To encourage and develop biological and pharmacological standardization of indigenous medical plants and to encourage the discovery of new medical and/or surgical management of diseases and affections and to investigate and make known the nature and merits of investigations and findings and research in the said field and to acquire any patent and licences or other protective devices relating to the results of any discovery, investigations, findings or researches and to acquire any processes upon such terms as may seem expedient and to improve the same and to undertake the manufacture of any product developed, discovered or improved and/or to give licences for the manufacture of the same to others and either to market the same or to grant licences to others to market the same on such terms as the society may deem it fit to do and to provide, encourage, initiate or promote facilities for the discovery, improvement or development of new methods of diagnosis, understanding and prevention and treatment of diseases.
- (d) To conduct and to carry on experiments and to provide funds for research works and for scholarships, stipend, remuneration and/or other payments or aid to any person or persons engaged in research work, or work connected with or conducive to research and to encourage and to improve knowledge of the persons who are engaged or likely to be engaged in any medical or related profession so as to make available medical relief to the public at large and to endow research fellowships or grant financial assistance to persons or institutions engaged in medical research.

Marketing Assistance

11. To carry on all types of selling and purchasing activities directly (both in internal and external markets on its own or as sales, purchase or commission agents and brokers) to act as Service Agents for providing services after sales and other technical services; to carry on business as marketing technical consultants both in internal and external markets and to act as selling agents, sales organizers as well as consultants, agents and advisers in all the respective branches and in such capacity to give advice and information and render services in person, a firm, company or body incorporate or authority or Government which may be given or rendered while carrying on such business as aforesaid which may lead to or be conducive to the adoption by the constituents or principals.

Musical Instruments

12. (a) To carry on the business of manufacturing, installing, importing, exporting, repairing and dealing in musical instruments of all types and descriptions and to manufacture, produce, buy, sell, import, export and generally deal in records, cassettes and other reproduction instruments of all types and descriptions, and for playing the same either by the means of wireless, stereo or otherwise.
- (b) To install all plant, equipment, machinery and build factories, workshops for the aforesaid purpose, and to do all other acts and things which are incidental or ancillary to the aforesaid objects.

Newspapers and Magazine

13. To carry on the business of printing, publishing and circulating or otherwise dealing in any daily weekly, fortnightly or monthly newspaper of newspapers, magazines, periodicals, journals or other publication and to

start, acquire, print and newspapers and magazines as aforesaid and to do all ancillary or otherwise conducive to the attainment of the aforesaid objects.

14. To manufacture, process, buy, sell, import, export or otherwise deal in all kinds of card board packing, plastic packing, polyethylene packing, gunny bags, containers, bottles, hollow wares, whether made of leather plastic, H.D.P., L.D.P., polypropylene, plastic, P.V.C. and other man made fibrous material and to construct, erect, establish, take on hire, rent or lease factories for manufacturing and processing of packing articles and materials by mechanical, electrical or manual operation. Packaging
15. (a) To carry on in all its branches the business of refining, blending, processing, storing, transporting, supplying, selling and distributing petroleum and petro-chemicals and chemicals and any products, by products and derivatives thereof and to purchase or otherwise acquire and to import, store, export, trade and deal in petro-chemicals and chemicals of all kinds, their products by products and derivatives. Petro-chemicals
 (b) To purchase or otherwise acquire manufacture, refine, treat, reduce, distill, blend, purify, pump, store, hold, transport, use experiment with, market, distribute, exchange, supply, sell and otherwise dispose of, import, export and trade and generally deal in any and all kinds of petroleum and petroleum products, oil and chemicals and any products, by products and derivatives thereof and to carry on all or any of the business of consignees and agents for sale, of dealers in and refiners of petroleum and chemicals and their products, by products and derivatives.
16. To carry on the business as advertising agents, advisers, consultants, agents for promotion of sales, or other business interests of any person and for that purpose to carry out market surveys, researches, training programmes and purchasing or otherwise acquiring advertising space or time in hoardings, newspapers, cinemas, television or any other media of advertisement and making the same available to customers and to organise in any part of India or abroad, sales promotion drives, seminars, exhibitions, fairs, and other similar activities for and on behalf of customers to attain the aforesaid objects of the company. Sales Promotion
17. (a) To carry on the business of tourist and travel agents, transport agents and contractors, to arrange and operate tours and to facilitate travelling and provide for tourists and travellers, and of freight and passage brokers and representatives of airlines, steamship lines, railways and other carriers whether in India or abroad. Travel Agents
 (b) To carry on the business of running lorries, cranes, trucks, and all kinds of mopeds and vehicles as general carriers, forwarding agents, handling and haulage contractors, garage proprietors, cargo superintendents, warehousemen and common carriers by land, rail and water to carry and handle goods, and passengers within and outside India and to carry on all kinds of business as commission agents, representatives, contractors, export and import agents, within and outside India.
18. To engage in and carry on anywhere in India or abroad the business of warehousing, transporting and carriage of goods and to provide storage and protection of goods against insects, ants, rats, moisture, rain, fire and other natural or man-made calamities. Warehousing
19. To produce, manufacture, use or otherwise, acquire, sell, distribute, deal in and dispose of alkalies and acids, gases, compounds, fertilizers, chemical products of every nature and description and compounds, intermediates,

derivatives and bye products thereof and products to be made therefrom (hereinafter for convenience referred to generally as chemicals and products) including specifically, but without limiting the generality of the foregoing, calcium carbide, calcium cyanamide, vat, solubilised vat, azoic salts naphthols, all type of floatation reagents, wetting agents, insecticides and fumigants plastics and resins, dyestuffs, explosives, catalytic agents, foods, direct colours, basic and rapid fast colours, pigments, drugs, biologicals, pharmaceuticals, ceramics, vitamin products, hormones, sutures, ligature, drugs for disabilities in men or animals, and products, derived from phosphate, mines, limestone, quarries, bauxite mines, petroleum, natural gas and other natural deposits useful or suitable in the manufacture of chemical products as hereinabove defined.

20. To carry on business of manufacturers and dealers, importers and exporters of natural and synthetic resins, moulding powders adhesives and cements, oil paints, distempers, cellulose paints, colours, varnishes, enamels, gold and silver leaf enamels, spirits, tobacco, cigars, snuff, soap, cosmetics, perfumes, medicines drugs, dyes, fats, waxes, hides, skins and leather and other allied articles.
21. (a) To construct a cinematograph theatre and other building and works and conveniences, for purpose said thereof and to manage, maintain and carry on the said theatre and to let out other buildings when so erected or constructed.
- (b) To carry on the business of proprietors and managers of theatres (cinemas, picture places and concert halls) and to provide for the production, representation and performance (whether by mechanical means or otherwise) of operas, stage plays, operettas, burlesques, vaudeville, revues ballets, pantomimes, spectacular pieces, promenade and other concerts and other musical and dramatic performance and entertainments.
- (c) To carry on the business of restaurant-keepers wine and spirit merchants, licensed victuallers, theatrical agents, box office keepers, dramatic and musical literature publisher and printers.
- (d) To manufacture films and other appliances and machines in connection with mechanical reproduction or transmission of pictures, movement music and sounds and to organise and conduct theatrical production and entertainment of all kinds.
- (e) To enter into agreements with author or other persons, for the dramatic or other rights of operas, plays films, operettas, burlesque, vaudeville, revues, ballet, pantomimes, spectacular pieces, musical compositions and other dramatic and musical performances and entertainments or for the representation thereof in India and elsewhere, as well as of foreign rights and to enter into agreements of all kinds with artists and other persons.
22. To carry on business of hotels, restaurants, cafe tavern, beer house, restaurant room, boarding and lodging house keepers, licensed victualler's wine, beers and spirit merchants, maltsters, manufacturers of aerated mineral and artificial waters and other drinks, purveyors, caterers for public amusements, generally coach, cab, carriage and motor car proprietors, livery, stable and garage keepers importers and brokers of food, live and dead stock, hair-dressers, perfumers chemists, proprietors of clubs, baths, dressing room, laundries, reading writing and newspaper room, libraries ground and places of amusements and recreation sport, entertainment and instruction of all kinds, tobacco and cigar merchants, agents for railway, road, air and shipping companies and canals, theatrical and opera box office proprietors and general agents and to provide service and facilities

of all kinds on commercial basis that may be required for the tourist and entertainment industry.

23. To carry on all or any of the business of transport, cartage and haulage contractors, garage proprietors, owners and charters of road vehicles, aircrafts, ships, tugues, barge, and boats of every description, lightermen carries of goods and passengers by road rail, water or air, carmen cartage contractors, stevedores wharfingers, cargo superintendents, packers, hullers, warehouseman storekeepers and jobmasters.
24. To carry on the business of farming, horticulture, floriculture, sericulture, dairies, cultivators of all kinds of foodgrains, seeds, sults, proprietors of orchards and readers, exporters, dealers and sellers of the products, of farming, dairy, horticulture, floriculture sericulture and pisciculture and fishing and manufactures of drinks, alcoholic or otherwise, including beverages produced from such products or otherwise to carry on the business of cultivators, growers, manufacturers mills, grinders, rollers, processors, cold store, canners, and preservers and dealers of foodgrains and other agricultural, dairy, horticultural and products, fruits, vegetables, heres, medicines, flowers, drinks, fluids, as and other fresh and preservable products and to extract by-products and derivatives whether edibles, pharmaceutical medicines or any other kind or nature whatsoever and food preparations of every kind and description and generally on the business of manufacture of and trading in preserved dehydrated, canned or converted agricultural products, fruits and vegetables foods, dairy and poultry products and articles and other derivatives, of all kinds and descriptions and to set up and run machinery for processing and preserving the same.
25. To establish experimental farms and research stations anywhere in India for conducting experiments, test and research for developing better qualities to foodgrains and agricultural products and for developing mulch strain in cattle by cross breeding or otherwise and increasing egg laying capacity in poultry and also for finding other ways and means of improving other agricultural crops, produce, seeds, fodder crops and cattle feed of all kinds.
26. To manufacture, process, chemically electrically or by any other means, refine, extract, hydrolyze, manipulate, mix, deodorize, grind, bleach, hydrogenate, by, sell, import, export, produce or otherwise deal in seeds and agricultural products, food, food products, dietetic products and preparations, patent drugs and proprietary articles of all kinds, whether basic or derived and in all forms and in particular protein foods of all kinds and all other ingredients.
27. To organise, run, maintain, operate, promote the business of interior decorators, furniture and carpet designers and manufacturers, boutiques, operators of fashion centres, fashion shows and to make, acquire, deal in any way in handicrafts, objects of art, precious stones, jewellery, whether artificial or otherwise and articles wherein precious metals or precious stones may be used textile fabrics and to manufacture and deal in any products as are dealt in by boutiques, fashion shows and interior decorators.
28. To carry on the business of manufacturers of and dealers in all kind or classes of paper and pulp including sulphite and sulphate wood, pulp, mechanical pulp and soda pulp and papers including transparent, vellum, writing printing glazed, absorbent, news printing warping tissue, cover, blotting, filter, bank or band, badami, brown buff or coloured, lined, azure laid, grass or waterproof handmade parchment, drawing, craft, carbon, envelope, and box and straw duplex and triplex board and all kinds of articles in the manufacture of which in any from pulp, paper or boards is

used and also to deal in or manufacture artificial leather of all varieties, grades and colour.

29. To carry on the business of manufacturers of or dealers in glass products including sheet and plate glass, optical glass, glass wool, laboratory ware and thermometers.
30. To undertake and transact all kinds of agency business and carry on and promote any business, commercial or otherwise, under sound principles and or to act as distributors, agents, underwriters, brokers, estate agents, middleman, contract man representation and indenting agents on commission, allowance, as may be deemed fit in all commodities, merchandise and other allied articles/lines of business.
31. To disseminate, supply, furnish, provide, sell, give, send, part with, dispose of, publish, promulgate, proclaim declare and do all such acts and deeds to make public information, knowledge, data, details financial or otherwise and the like of or relating to domestic and international business enterprises (private, public and government) banks, financial institutions, mutual funds, non-profit organisations or any association of persons whether incorporated or not and whether for consideration or otherwise.
32. To commence and to carry on the business of analysis, rating, evaluation, appraisal of the obligations, dues, debts, commitments and the like including debentures, bonds, shares, stocks and other securities of all bodies including Government (Central and State), Statutory Corporations, banking and financial institutions, Government Companies, private sector companies, non-profit organisations, utility companies, cooperative societies and other bodies or associations of persons whether incorporated or not for use by any person whether nature or juridical including investors, issuers, underwriters, lenders, Government agencies, including bank and financial institutions, international agencies, research people and the like.
33. To provide counsel or advice, assist or help in obtaining counsel or advice on business strategies, including management, technology, production, marketing and finance and to undertake research, collection and dissemination of information in any form or manner, in the field of finance, investment and/or capital or in any other field of economic, socio-economic or other activities.
34. To disseminate, supply, furnish, provide, sell, give, send, part with, dispose of or otherwise deal with news, informations, data details and the like in any form or manner, electronic or otherwise to individuals, business enterprises, private, public or Govt. institutions, mutual funds, trusts, organisations and association of persons.
35. To produce, supply, furnish, sponsor, provide programmes shows concerts and the like in any form or manner relating to financial, stock, securities, investments informations ideas opinions movements predictions whether present or future for televisions networks, radio networks, cable networks and the like whether domestic, international or otherwise.
36. To provide necessary financial assistance for comprehensive preliminary investigations, innovations and research of industrial and commercial proposals and requisite working capital when those investigations, innovation and research eventuate in the establishment of industrial and commercial organisations on a commercial basis.
37. To act and or generally do business as articles, advertising & publicity agents, agriculturists, assemblers, banders, bevellers brick and tile makers, barge owners, brass founders, builders, brokers, cement makers,

ers, sculptors, silverers, ship owners or operators, silversmiths, sand-blast workers, transporters/tourist & travel agents, tanners, underwriters, varnishers, welders, watch makers, wood workers, producers of dramatic and musical works and compositions, dealers in art & curio, earthenware and china and to buy sell, acquire or otherwise deal in copyrights of all kinds export import, manufacture, trade or otherwise deal domestic hardware, clocks & watches, toys, musical instruments, needles of all sorts (sewing & knitting), photo copy machine, blades, refrigerator and parts, cork metal lamps and mica and other minerals, chemicals and to act as consultants in the fields of legal, accounting, secretarial, taxation and personnel matters.

IV. The liability of the members is limited.

**V. The Authorized Share Capital of the Company is Rs.15,00,00,000 (Rupees Fifteen Crores only) divided into 1,50,00,000 (One Crore Fifty lacs Equity Shares) of Rs. 10/- (Rupees Ten each) with power to increase, reduce or divide the capital for the time being into several classes and to attach thereto respectively such preferential priority, deferred, qualified or special rights, privileges, conditions or restrictions, whether in regard to or dividend, voting, return of capital, distribution of assets or otherwise, however as many be determined in accordance with law and the regulations from time to time of the company, and to vary, modify or abrogate any such rights, privileges, conditions or restrictions in such a manner as may from time to time be provided by the regulations of the Company, and to consolidate or subdivide or reorganize shares or issue of shares of higher or lower denominations.

For DAR CREDIT & CAPITAL LTD.
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Director

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Director

We have several persons, whose names and addresses are subscribed below, are desirous of being formed into a Company in accordance with this Memorandum of Association and we respectively agree to take the number of Shares, in the Capital of the Company set opposite to our respective names.

Names, Addresses, Description & Occupation of Subscribers	Number of Equity Shares taken by each Subscriber	Signature of the Member Subscriber	Names, Addresses Description & Occupations of witnesses
1. RAMESH KUMAR VIJAY S/o. Sri Ramswaroop Gandhi 8/12 Brijdham Housing Complex, 255 Canal Street Calcutta 700 048 (Chartered Accountant)	10 (Ten)	Sd/-	Witness to all Signatories : Sd/- DINDAYAL GUPTA S/o. Sri O.M. Gupta 3/17B, Rajendra Prasad Colony Calcutta-700 033 (Service)
2. RAJ KUMAR VIJAY S/o. Sri R. S. Gandhi 8/12, 255, Canal Street Calcutta-700 048 (Company Executive)	10 (Ten)	Sd/-	
3. RAKSHITA VIJAY W/o. Sri Ramesh Kumar Vijay 8/12, 255, Canal Street, Calcutta-700 048 (Company Executive)	10 (Ten)	Sd/-	
4. SANJEEV KUMAR SHARMA S/o. Sri H. R. Sharma 1/1, Jagmohan Mullick Lane Calcutta-700 007 (Service)	10 (Ten)	Sd/-	
5. ASHOK KUMAR TIBREWALA S/o. Sri Ramswarup Tibrewala 4/27, 255, Canal Street Calcutta-700 0048 (Chartered Accountant)	10 (Ten)	Sd/-	
6. RAMSWAROOP GANDHI S/o. Sri V. D. GANDHI 8/12, 255, Canal Street Calcutta-700 0048 (Business)	10 (Ten)	Sd/-	
7. SHYAM SUNDAR GUPTA S/o. Sri Ghashiram Gupta 27, Deshpriya Sasmal Road Calcutta-700 0033 (Business)	10 (Ten)	Sd/-	
Total :	70 (Seventy)		

For DAR CREDIT & CAPITAL LTD. Calcutta, Dated 28th day of July, 1994.

Director

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
DAR CREDIT & CAPITAL LIMITED**

ADOPTED BY SPECIAL RESOLUTION PASSED AT THE 22ND ANNUAL GENERAL MEETING OF THE COMPANY HELD ON THE 20TH DAY OF JULY, 2016.

The regulations contained in table "F" of the first Schedule to the Companies Act, 2013 shall not apply to the Company, except in so far as they are embodied in the following Articles, which shall be regulations for the management of the Company.

1. INTERPRETATIONS

1.1 In the interpretation of these Articles, unless repugnant to the subject or context:

Means the Companies Act, 2013 or any other statutory modification or re-enactment thereof for the time being in force.	Act
Means a general meeting of the members held in accordance with the provisions of Section 96 of the Act or any adjourned meeting thereof.	Annual General Meeting
Means and include those persons appointed as such for the time being by the Company or, where so permitted by Applicable Law, by its Board.	Auditors
Means the Act, and as appropriate, includes any statute, law, listing agreement, regulation, ordinance, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, notifications and clarifications or other governmental instruction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any governmental authority having jurisdiction over the matter in question, or mandatory standards as may be applicable from time to time.	Applicable Law
Means these Articles of Association as adopted from time to time altered in accordance with the provisions of Applicable Law.	The Articles/ AOA
Means and include beneficial owner as defined in clause (a) sub-Section (1) of Section 2 of the Depositories Act, 1996 or such other Act as may be applicable.	Beneficial Owner
Means a meeting of the Directors duly called and constituted.	Board Meeting
Means the board of Directors for the time being of the Company.	Board or Board of Directors or the Board
Means the share capital for the time being raised or authorised to be raised, for the purpose of the Company.	Capital
Shall mean the Person who acts as a chairperson of the Board of the Company.	Chairperson

For DAR CREDIT & CAPITAL LTD.

Director

Committee	Means any committee of the Board of Directors of the Company formed as per the requirements of Act or for any other purpose as the Board may deem fit.
Company or This Company	Means DAR CREDIT & CAPITAL LIMITED
Chief Executive Officer	Means an officer of a Company, who has been designated as such by the Company.
Chief Financial Officer	Means a person appointed as the Chief Financial Officer of a Company.
Company Secretary or Secretary	Means a company secretary as defined in clause (c) of sub-Section (1) of section 2 of the Company Secretaries Act, 1980 (56 of 1980) who is appointed by the Company to perform the functions of a company secretary under the Act.
Debenture	Includes debenture-stock, bonds and any other debt securities of the Company, whether constituting a charge on the assets of the Company or not.
Depositories Act	Shall mean the Depositories Act, 1996 and includes any statutory modification or enactment thereof.
Depository	Shall mean a Depository as defined in clause (e) sub-section (1) of section 2 of the Depositories Act, 1996 and includes a company formed and registered under the Companies Act, 1956 which has been granted a certificate of registration under sub Section (1A) of section 12 of the Securities and Exchange Board of India Act, 1992.
Director	Means the director of the Company for the time being, appointed as such.
Dividend	Includes interim dividend.
Extraordinary General Meeting	Means an extraordinary general meeting of the Members duly called and constituted and any adjourned meeting thereof.
Electronic Mode	Means carrying out electronically based, whether main server is installed in India or not, including, but not limited to: <ol style="list-style-type: none"> i. business to business and business to consumer transactions, data interchange and other digital supply transactions; ii. offering to accept deposits or inviting deposits or accepting deposits or subscriptions in securities, in India or from citizens of India; iii. financial settlements, web based marketing, advisory and transactional services, database services and products, supply chain management; iv. online services such as telemarketing, telecommuting, telemedicine, education and information research; and all related data communication services

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Director

v. whether conducted by e-mail, mobile devices, social media, cloud computing, document management, voice or data transmission or otherwise

vi. video conferencing , audio- visual methods, net conferencing and/ or any other electronic communication.

Means the same as in Section 2(41) of the Act

Financial Year

Means such reserves which, as per the latest audited balance sheet of a company, are available for distribution as Dividend:

Free Reserves

Provided that—

(i) any amount representing unrealised gains, notional gains or revaluation of assets, whether shown as a reserve or otherwise, or

(ii) any change in carrying amount of an asset or of a liability recognized in equity, including surplus in profit and loss account on measurement of the asset or the liability at fair value, shall not be treated as free reserves

Means and include printing, typing, lithographing, computer mode and other modes of reproducing words in visible form

In writing or written

Means a Director fulfilling the criteria of Independence and duly appointed as per Applicable Law.

Independent Director

Means such persons as defined in Section 2(51) of Act

Key Managerial Personnel

Means a Director who, by virtue of the articles of the Company or an agreement with the company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the company and includes a Director occupying the position of managing director, by whatever name called.

Managing Director

Means a meeting of Members.

Meeting or General Meeting

Means the Memorandum of Association of the Company, as originally framed or as altered from time to time in pursuance of any previous company law or of this Act.

Memorandum of Association/MOA

Member in relation to a company, means- (a) the subscribers to the Memorandum of Association of the Company who shall be deemed to have agreed to become members of the company, and on its registration, shall be entered as member in its register of members. (b) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company; (c) every person holding shares in the company and whose name is entered in Register of Beneficial Owners as Beneficial Owner.

Members

Means a calendar month.

Month

Means a resolution referred to in Section 114 of the Act.

Ordinary Resolution

Means the Registered Office of the Company, for the time being.

Office

Means the Capital which is paid up presently.

Paid up

Includes any artificial juridical person, corporations or such other entities as are entitled to hold property in their own name.

Persons

Means voting by post through postal papers distributed amongst eligible voters and shall include voting by Electronic Mode or any other mode as permitted under Applicable Law.

Postal Ballot

Means the register of members in case of shares held with a Depository in any media as may be permitted by law, including in any form of Electronic Mode.

Register of Beneficial Owners

Register of members	Means the register of Members, including any foreign register which the Company may maintain pursuant to the Act and includes Register of Beneficial Owners.
Registrar	Means the Registrar of Companies of the state in which the Registered Office of the Company is for the time being situated.
Seal	Means the common seal of the Company.
Section	Means the relevant section of the Act; and shall, in case of any modification or reenactment of the Act shall be deemed to refer to any corresponding provision of the Act as so modified or reenacted.
Security	Means shares, Debentures and/or such other securities as may be treated as securities under Applicable Law.
Shares	Means the shares into which the Capital of the Company is divided whether held in tangible or fungible form.
Special Resolution	Means a resolution referred to in Section 114 of the Act.

- 1.2 Term(s) and phrase(s) not specifically defined in these Articles shall bear the same meaning as assigned to the same in the Act.

ARTICLES TO BE CONTEMPORARY IN NATURE

The intention of these Articles is to be in consonance with the contemporary rules and regulations prevailing in India. If there is an amendment in any Act, rules and regulations allowing what were not previously allowed under the statute, the Articles herein shall be deemed to have been amended to the extent that Articles will not be capable of restricting what has been allowed by the Act by virtue of an amendment subsequent to registration of the Articles.

2 SHARE CAPITAL, INCREASE AND REDUCTION OF CAPITAL

2.1 Amount of Capital

The authorised share capital of the Company shall be the Capital as specified in Clause V of the Memorandum of Association, with power to increase and reduce the Capital of the Company and to divide the Shares in the Capital for the time being into several classes as permissible in Applicable Law and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by the Board, and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions.

2.2 Increase of Capital by the Company and how carried in to effect

Subject to Applicable Law, the Board may, from time to time, increase the Capital by the creation of new Shares. Such increase shall be of such aggregate amount and to be divided into such Shares of such respective amounts, as the resolution of the Board shall prescribe. Subject to the provisions of the Act, any Shares of the original or increased Capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the Board shall determine, and in particular, such shares may be issued with a preferential or qualified right to dividends, or otherwise, or with a right to participate in some profits or assets of the Company, or with such differential or qualified right of voting at General Meetings of the Company, as permitted in terms of Section 47 of the Act or other Applicable Law. Whenever the Capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 64 of the Act or any such compliance as may be required by the Act for the time being in force.

2.3 New Capital to form part of the existing Capital

Except in so far as otherwise provided in the conditions of issue of Shares, any Capital raised by the creation of new Shares shall be considered as part of the

existing Capital, and shall be subject to provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

3 ISSUE OF REDEEMABLE PREFERENCE SHARES

- 3.1** Subject to the provisions of Section 55 of the Act and other Applicable Law, any preference shares may be issued from time to time, on the terms that they are redeemable within 20 years and such other terms as may be decided at the time of the issue.
- 3.2** Such preference shares shall always rank in priority with respect to payment of Dividend or repayment of Capital vis-à-vis equity shares;
- 3.3** The Board may decide on the participation of preference shareholders in the surplus Dividend, type of preference shares issued whether cumulative or otherwise, conversion terms into equity if any;
- 3.4** The Board may decide on any premium on the issue or redemption of preference shares.
- 3.5** *Provision applicable on the issue of redeemable preference shares*
On the issue of redeemable preference shares under the provisions of Article 3 hereof, the following provisions shall take effect:
- 3.5.1** No such shares shall be redeemed except out of the profits of the Company, which would otherwise be available for Dividend, or out of the proceeds of a fresh issue of shares made for the purpose of the redemption.
- 3.5.2** No such shares shall be redeemed unless they are fully paid.
- 3.5.3** Such shares shall be redeemed shares only on the terms on which they were issued or as varied after due approval of preference shareholders under Section 48 of the Act.
- 3.5.4** The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's security premium account, before the shares are redeemed.
- 3.5.5** Register of Members maintained under Section 88 shall contain the particulars in respect of such preference Share holder(s).
- 3.5.6** Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of the profits which would otherwise have been available for Dividend, be transferred to a reserve fund, to be called the "**Capital Redemption Reserve Account**" a sum equal to the nominal amount of the shares redeemed and the provisions of the Act relating to the reduction of the Share Capital of the Company shall, excepts as provided in Section 66 of the Act, apply as if the Capital Redemption Reserve Account were paid up Share Capital of the Company.
- 3.6** *Provisions applicable to any other Securities*
The Board shall be entitled to issue, from time to time, subject to Applicable Law, any other Securities, including Securities convertible into Shares, exchangeable into Shares, carrying such terms as to coupon, returns, repayment, servicing, as may be decided by the terms of such issue. Such Securities may be issued at premium, and redeemed at premium, as may be determined by the terms of the issuance.
- 3.7** *Reduction of Capital*
The Company may (subject to the Provisions of Section 52, 55 and 66 of the Act or any other applicable provisions of law for the time being in force) from time to time by way of Special Resolution reduce its Share Capital, any Capital Redemption Reserve Account or Share premium account in any manner for the time being authorised by law.

3.8 *Sub-division, consolidation and cancellation of Shares*

3.8.1 Subject to the provisions of Section 61 of the Act, the Company in General Meeting may from time to time (a) sub-divide and consolidate its Shares into shares of a larger amount than the existing Shares, or any class of them, and (b) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum of association and the resolution whereby any Share is sub-divided, or classified, may determine that, as between the holders of the Shares resulting from such sub-division or classification, 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 other.

3.8.2 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 Share Capital.

3.9 *Modification of rights*

Whenever the Capital is divided into different types or classes of Shares, all or any of the rights and privileges attached to each type or class may, subject to the provisions of Sections 48 of the Act, be varied with the consent in writing by holders of at least three-fourths of the issued Shares of the class or is confirmed by a Special Resolution passed at a separate Meeting of the holders of Shares of that class and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such class Meeting, but so that the quorum thereof shall be any two members present in person. This Article is not to derogate any power the Company would have if the clause were omitted.

4 FURTHER ISSUE OF CAPITAL

Where at any time it is proposed to increase the subscribed Capital of the Company by allotment of further shares, then:

4.1 Such further shares shall be offered to the persons who on 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 those shares at the date.

4.2 Such offer shall be made by a notice specifying the number of shares offered and limiting a time as per the applicable provisions of the Act and subject to the Applicable Law from time to time and the offer, if not accepted within that time limit, will be deemed to have been declined.

4.3 The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in Article no. 4.2 hereof shall contain a statement of this right.

4.4 After the expiry of the time specified in the aforesaid notice 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 of Directors may dispose off them in such manner as they think most beneficial to the interest of the Company.

5 Notwithstanding anything contained in the Article no.4, the further shares aforesaid may be offered in any manner whatsoever, to:

5.1 employees under a scheme of employees' stock option scheme;

5.2 to any persons on private placement or on preferential basis, whether or not those persons include the persons referred to Article no. 4, either for cash or for a consideration other than cash, if so decided by a Special Resolution, as per Applicable Law.

5.3 Nothing in Article no.5.2, hereof shall be deemed –

- 5.3.1 To extend the time within which the offer should be accepted; or
- 5.3.2 To authorise any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- 5.3.3 Nothing in this Article shall apply to the increase of the subscribed Capital of the Company:
- 5.3.4 Caused by the exercise of an option attached to the Debenture issued by the Company to convert such Debentures or loans into shares in the Company;
- 5.3.5 Provided that the terms of issue of such Debentures or the terms of such loans containing such an option have been approved before the issue of such Debentures or the raising of loan by a Special Resolution passed by the Company in General Meeting.

5.4 *Shares at the disposal of the Directors*

Subject to the provisions above, and of Section 62 of the Act, the Shares and Securities of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such person, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and to give to any person or persons the option or right to call for any Shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot Shares in the Capital of the Company or other Securities on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any Shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. The Board shall cause to be filed the returns as to allotment provided for in Section 39 of the Act. Provided that option or right to call of Shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

5.5 *Power to issue Shares outside India*

Pursuant to the provisions of Section 62 and other applicable provisions, if any, of the Act, and subject to such approvals, permissions and sanctions as may be necessary from the Government of India, Reserve Bank of India and/or any other authorities or institutions as may be relevant (hereinafter collectively referred to as "Appropriate Authorities") and subject to such terms and conditions or such modifications thereto as may be prescribed by them in granting such approvals, permissions and sanctions, the Company will be entitled to issue and allot in the international capital markets, equity Shares and/or any instruments or Securities (including Global Depository Receipts) representing equity Shares, any such instruments or securities being either with or without detachable warrants attached thereto entitling the warrant holder to equity Shares/instruments or Securities (including Global Depository Receipts) representing equity Shares, (hereinafter collectively referred to as "the Securities", for the purpose of this Article) to be subscribed to in foreign currency / currencies by foreign investors (whether individuals and/or bodies corporate and/or institutions and whether shareholders of the Company or not) for an amount, inclusive of such premium as may be determined by the Board. Such issue and allotment to be made on such occasion or occasions, at such value or values, or at a premium and in such form and in manner and on such terms and conditions or such modifications thereto as the Board may determine in consultation with Lead Manager and/or Underwriters and/or Legal or other Advisors, or as may be prescribed by the Appropriate Authorities while granting their approvals, permissions and sanctions as aforesaid which the Board be and is hereby authorized to accept at its sole discretion. The provisions of this Article shall extend to allow the Board to issue such foreign Securities, in such manner as may be permitted by Applicable Law.

5.6 Acceptance of Shares

Any application signed by or on behalf of an applicant, for Shares in the Company, followed by an allotment of any Share shall be an acceptance of shares within the meaning of these Articles and every person who, does or otherwise accepts Shares and whose name is on the Register of Members shall for the purpose of these Articles, be a Member.

5.7 Private placement

The Board may, from time to time, offer any Securities on private placement basis, to such persons as the Board may determine, provided that such private placement shall comply with Applicable Law.

5.8 Deposit and call to be a debt payable immediately

The money (if any) which the Board shall, on the allotment of any Security being made by them require or direct to be paid by way of deposit, call or otherwise in respect of any Security allotted by them shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such Security, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

5.9 Liability of Members

Every member, or his heirs, executors or administrators shall pay to the Company the portion of the Capital represented by his Security(s) 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.

5.10 Shares not to be held in trust

Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share, or any interest in any fractional part of a Share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.

5.11 The first named joint holder deemed to be sole holder

If any Share stands in the names of two or more persons, the person first named in the register shall, be entitled to delivery of the certificate relating to such Security(s) as well as to the receipt of dividends or bonus or service of notice and all or any earlier matter connected with the Company, except voting at meetings, 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 Security(s) for all incidents thereof according to the Company's regulations.

6 REGISTER OF MEMBERS AND INDEX

6.1 Register of Members

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

6.1.2 A member, or other Security holder or Beneficial Owner may make inspection of Register of Members and annual return. Any person other than the Member or Debenture holder or Beneficial Owner of the Company shall be allowed to make inspection of the Register of Members and annual return on payment of Rs. 50 or such higher amount as permitted by Applicable Law as the Board

may determine, for each inspection. Inspection may be made during business hours of the Company during such time, not being less than 2 hours on any day, as may be fixed by the Company Secretary from time to time.

- 6.1.3 Such person, as referred to in this Article 6.1.2 above, may be allowed to make copies of the Register of Members or any other register maintained by the Company and annual return, and require a copy of any specific extract therein, on payment of Rs. 10 for each page, or such higher amount as permitted under Applicable Law.

6.2 *Foreign Registers*

The Company may also keep a foreign register in accordance with Section 88 of the Act containing the names and particulars of the Members, Debenture-holders, other Security holders or Beneficial Owners residing outside India; and the Board may (subject to the provisions of aforesaid Section) make and vary such regulations as it may think fit with respect to any such register.

7 **SHARES CERTIFICATES**

7.1 *Share certificate to be numbered progressively*

The shares certificates shall be numbered progressively according to their several denominations specify the shares to which it relates and bear the Seal of the Company. Every forfeited or surrendered Share certificate shall continue to bear the number by which the same was originally distinguished.

Provided however that the provision relating to progressive or distinctive numbering of shares shall not apply to the shares of the Company which are dematerialised or may be dematerialised in future or issued in future in dematerialised form.

7.2 *Limitation of time for issue of certificates*

Every Member, other than a Beneficial Owner, shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates each for one or more of such Shares and the Company shall complete and have ready for delivery of such certificates within such time as permissible under Applicable Law, from the date of allotment or from the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its Shares as the case may be. Every certificates of Shares shall be under the Seal of the Company and shall specify the number and distinctive numbers of Shares in respect of which it is issued and the amount paid-up thereon and shall be in such form as the Directors may prescribe and approve, provided that in respect of a Share(s) held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of such certificate of Shares to the person first named in the register shall be a sufficient delivery to all such holders.

7.3 *Issue of new certificate in place of one defaced, lost or destroyed*

If any certificate be worn out, defaced, mutilated, old/ or torn or if there be no further space on the back thereof for endorsement of transfer or in case of sub-division or consolidation then upon production and surrender such certificate to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the Article shall be issued in case of splitting or consolidation of Share certificate(s) or in replacement of Share certificate(s) that are defaced, mutilated, torn or old, decrepit or worn out without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.50 for each certificate) as the Directors shall prescribe.

Further, no duplicate certificate shall be issued in lieu of those that are lost or destroyed, without the prior consent of the Board or any Committee authorized by the Board in this regard and only on furnishing of such supporting evidence and/or indemnity as the Board or such Committee may require, and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced, without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.50 for each certificate) as the Directors shall prescribe.

Provided that notwithstanding what is stated above the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956, as amended or any other Act, or rules applicable thereof in this behalf; Provided further that the Company shall comply with the provisions of Section 46 of the Act and other Applicable Law, in respect of issue of duplicate Shares.

- 7.4 The provision of this Article shall *mutatis mutandis* apply to issue of certificates of Debentures of the Company.

8. BUY BACK OF SECURITIES BY THE COMPANY

Notwithstanding anything contained in these Articles but subject to the provisions of Sections 67, 68, 69 and 70 of the Act and Applicable Law as prescribed by Securities and Exchange Board of India (SEBI) or any other authority for the time being in force, the Company may purchase its own shares or other specified securities. The power conferred herein may be exercised by the Board, at any time and from time to time and to the extent permitted by Applicable Law, and shall be subject to such rules, applicable consent or approval as required.

9. UNDERWRITING AND BROKERAGE

9.1 *Commission may be paid*

Subject to the provisions of Section 40(6) of the Act and Applicable Law made thereunder, and subject to the applicable SEBI guidelines and subject to the terms of issue of the shares or Debentures or any securities, as defined in the Securities Contract (Regulations) Act, 1956 the Company may at any time pay a commission out of proceeds of the issue or profit or both to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in or Debentures of the Company, or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares, Debentures or of the Company but so that the commission shall not exceed in the case of shares, five per cent of the price at which the shares are issued, and in the case of Debentures, two and a half per cent of the price at which the Debentures are issued or at such rates as may be fixed by the Board within the overall limit prescribed under the Act or Securities and Exchange Board of India Act, 1992. Such commission may be satisfied by payment in cash or by allotment of fully or partly paid shares, securities or Debentures or partly in one way and partly in the other.

9.2 *Brokerage*

The Company may, subject to Applicable Law, pay a reasonable and lawful sum for brokerage to any person for subscribing or procuring subscription for any Securities.

10. CALL ON SHARES

10.1 *Directors may make calls*

- 10.1.1 The Board of Directors may, from time to time and subject to the terms on which Shares have been issued and subject to the conditions of allotment, by

a resolution passed at a meeting of the Board, or otherwise as permitted by Applicable Law make such call as it thinks fit upon the members in respect of all 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 of Directors. A call may be made payable by installments.

- 10.1.2 The option or right to make calls on Shares shall not be given to any person except with the sanction of the Issuer in general meetings.

10.2 Notice of calls

- 10.2.1 Each member shall, subject to receiving at least fourteen days' notice or such other time as may be permitted by Applicable Law, specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

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

10.3 Calls to date from resolution

A call shall be deemed to have been made at the time when the resolution authorizing such call was passed as provided herein and may be required to be paid by installments.

A joint – shareholder of a Share shall be jointly and severally liable to pay all calls in respect thereof.

10.4 Directors may extend time

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 whom the Board may deem fairly entitled to such extension; but no Member shall be entitled to such extension save as a member of grace and favour.

10.5 Calls to carry interest

- 10.5.1 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 a rate, as the Board of Directors may determine. Nothing in this Article shall render it obligatory for the Board of Directors to demand or recover any interest from any such Member.

- 10.5.2 The Board shall be at liberty to waive payment of any such interest wholly or in part.

10.6 Sums deemed to be calls

Any sum, which may by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these 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.

10.7 Proof on trial of suit for money due on Shares

At 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 the 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 is sought to be recovered,

is alleged to have become due on the shares in respect of 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 or his representatives 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 matter aforesaid shall be conclusive evidence of the debt.

10.8 Partial payment not to preclude forfeiture

Neither the receipt by the Company of a portion of any money which shall from time to time be 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.

10.9 Payment in anticipation of call may carry interest

10.9.1 The Directors may, if they think fit, subject to the provisions of Section 50 of the Act, agree to and receive from any Member willing to advance the whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate under Applicable Law unless the Company in General Meeting shall otherwise direct, provided that money paid in advance of calls shall not confer a right to participate in profits or Dividend. The Directors may at any time repay the amount so advanced. The Members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

10.9.2 The provisions of these Articles shall *mutatis mutandis* apply to the calls on Debenture or other Securities of the Company.

11 LIEN

11.1 Company to have lien on shares

11.1.1 The Company shall have a first and paramount lien upon all the shares/ Debentures/Securities (other than fully paid-up shares/Debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/Debentures/ Securities and no equitable interest in any shares shall be created except upon the footing, and upon the condition that this Article will have full effect and any such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of Shares shall operate as a waiver of the Company's lien, if any, on such shares/ Debentures/Securities.

11.1.2 The Directors may at any time declare any shares/ Debentures/Securities wholly or in part to be exempt from the provision of this Article. Provided that, fully paid shares shall be free from all lien and that in case of partly paid shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

11.2 As to enforcing lien by sale

11.2.1 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 sued a duplicate certificate in respect of such shares and may authorise one

of their member to execute a transfer thereof on behalf of and in the name of such member. The purchaser of such transferred shares shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

- 11.2.2 No sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of fourteen days after a 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.

11.3 Application of proceeds of sale

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 persons entitled to the shares at the date of the sale.

12 FORFEITURE OF SHARE

12.1 If call or installment not paid, notice may be given

If any Member fails to pay any call or installment on or before the day appointed for the payment of the same the Board may at any time thereafter during such time as the call or installment remains unpaid, serve notice on such Member 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.

12.2 Form of notice

The notice shall:

- 12.2.1 name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made.
- 12.2.2 detail the amount which is due and payable on the shares and shall state that in the event of non-payment on or before the time appointed the shares will be liable to be forfeited.

12.3 If notice not complied with Shares may be forfeited

If the requisitions of any such notice as aforesaid be not complied with, any shares 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 in respect of the forfeited Shares and not actually paid before the forfeiture.

12.4 Notice of forfeiture to a Member

When any Shares 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 the 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.

12.5 Forfeited Share to become property of the Company

Any Share so forfeited shall be deemed to be the property of the Company, and the Board may sell, re allot or otherwise dispose of the same in such manner as think fit

12.6 Power to cancel forfeiture

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

12.7 Liability on forfeiture

A person whose Share has been forfeited shall cease to be a Member in respect of the forfeited Share, but shall notwithstanding, remain liable to pay, and shall forthwith pay to the Company, all calls, or installment, interest and expenses, owing in respect of such Share at the time of the forfeiture, together with interest thereon, from the time of forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment thereof, to any party thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the Shares.

12.8 Effect of forfeiture

The forfeiture of a Share involve extinction, at the time of the forfeiture, of all interest 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.

12.9 Evidence of forfeiture

A duly verified declaration in writing that the declarant is a Director, the manager or the secretary of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Shares.

12.10 Cancellation or Surrender of Share certificate

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 relevant 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 duplicate certificate or certificates in respect of the said shares to the person or persons, entitled thereto, as per the provisions herein.

12.10.1 The Company may receive the consideration, if any, given for the Share on any sale or disposal thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed off.

12.10.2 The transferee shall thereupon be registered as the holder of the Share; and

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

12.11 These Articles to apply in case of any non-payment

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

13 EMPLOYEES STOCK OPTIONS

Subject to the provisions of Section 62 of the Act and the Applicable Law, the Company may issue options to any Directors, not being Independent Directors,

officers, or employees of the Company, its subsidiaries or its parent, which would give such Directors, officers or employees, the benefit or right to purchase or subscribe at a future date, the securities offered by the Company at a predetermined price, in terms of schemes of employee stock options or employees Share purchase or both. Provided that it will be lawful for such scheme to require an employee, officer, or Director, upon leaving the Company, to transfer securities acquired in pursuance of such an option, to a trust or other body established for the benefit of employees.

14 POWER TO ISSUE SWEAT EQUITY SHARES

Subject to and in compliance with Section 54 and other Applicable Law, the Company may issue the equity shares to its employees or Director(s) at a discount or for consideration other than cash for providing know-how or making available rights in the nature of Intellectual property rights or value additions, by whatever name called.

15 PREFERENTIAL ALLOTMENT

Subject to the provisions of Section 62 the Act, read with the conditions as laid down in the Applicable Law, and if authorized by a Special Resolution passed in a general meeting, the Company may issue shares, in any manner whatsoever, by way of a preferential offer or private placement. Such issue on preferential basis or private placement should also comply with the conditions as laid down in Section 42 of the Act and/or Applicable law.

16 CAPITALISATION OF PROFITS

16.1 The Company in general meeting may, upon the recommendation of the Board, resolve—

16.1.1 that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

16.1.2 that such sum be accordingly set free for distribution in the manner specified in 66.1 amongst the members who would have been entitled thereto, if distributed by way of Dividend and in the same proportions.

16.2 The sum aforesaid shall not be paid in cash but shall be applied, subject to applicable provisions contained herein, either in or towards—

16.2.1 paying up any amounts for the time being unpaid on any shares held by such members respectively;

16.2.2 paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

16.2.3 partly in the way specified in the Articles 16.2.1 and 16.2.2;

16.2.4 a securities premium account and a Capital Redemption Reserve Account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

16.2.5 the Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

16.2.6 whenever such a resolution as aforesaid shall have been passed, the Board shall—

16.2.6.1 make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

16.2.6.2 generally do all acts and things required to give effect thereto.

16.3 The Board shall have power—

16.3.1 to make such provisions, by the issue of fractional certificates or by payment

in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

- 16.3.2 to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
- 16.3.3 Any agreement made under such authority shall be effective and binding on such members.

17 TRANSFER AND TRANSMISSION OF SHARES

17.1 *Register of transfers*

The Company shall keep a book to be called the "Register of Transfers", and therein shall be fairly and directly entered particulars of every transfer or transmission of any Share. The Register of Transfers shall not be available for inspection or making of extracts by the Members of the Company or any other Persons. Entries in the register should be authenticated by the secretary of the Company or by any other person authorized by the Board for the purpose, by appending his signature to each entry.

17.2 *Instruments of transfer*

The instrument of transfer shall be in common form and in writing and all provision of Section 56 of the Act and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of Shares and registration thereof.

Every instrument of transfer shall be presented to the Company duly stamped for registration accompanied by such evidence as the Board of Directors may require to prove the title of the transferor, his right to transfer the shares and generally under and subject to such conditions and regulations as the Board of Directors shall from time to time prescribe, and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board of Directors.

17.3 *To be executed by transferor and transferee*

- 17.3.1 Every such instrument of transfer shall be executed both by transferor and the transferee and the transferor shall be deemed to remain the holder of such Share until the name of the transferee shall have been entered in the Register of Members in respect thereof. The Board shall not issue or register a transfer of any Share in favour of a minor (except in cases when they are fully paid up).
- 17.3.2 Application for the registration of the transfer of a Share may be made either by the transferee or the transferor. However, where an application is made by the transferor alone and relates to partly paid shares, no registration shall, be effected unless the Company gives notice of such application to the transferee subject to the provisions of these Articles and Section 56 of the Act and/or Applicable Law and the transferee gives no objection to the transfer within two weeks from the date of receipt of the notice.
- 17.3.3 In the case of transfer or transmission of Shares or other marketable Securities where the Company has not issued any certificates 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.
- 17.4 *Transfer to be effected during book closure*
- The Board shall have power to give at least seven days' previous notice by

advertisement in some newspaper circulating in the district in which the registered office of the Company is situated, in accordance with Section 91 of the Act and Applicable Laws, to close the transfer books, the Register of Members, Register of Debenture holders or the Register of other Security 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 it may deem expedient.

17.5 Directors may refuse to register transfer

- 17.5.1 Subject to the provisions of Section 56 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse, in the interest of the Company or in pursuance of power under any Applicable Law, to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in or Debentures of the Company. The Company shall, from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal within such time as permitted by Applicable Law. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.
- 17.5.2 The Board may, subject to the right of appeal conferred by Section 58 of the Act and other Applicable Law decline to register—
- 17.5.2.1 the transfer of a Share, not being a fully paid Share, to a person of whom they do not approve; or
- 17.5.2.2 any transfer of shares on which the Company has a lien
- 17.5.3 The Board may decline to recognise any instrument of transfer unless—
- 17.5.3.1 the instrument of transfer is in the form as prescribed under sub-section (1) of Section 56 of the Act or Applicable Law;
- 17.5.3.2 the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- 17.5.3.3 the instrument of transfer is in respect of only one class of shares.
- 17.6 Directors to recognize Beneficial Owners of securities**
- 17.6.1 Notwithstanding anything contained in these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Securities on behalf of a Beneficial Owner.
- 17.6.2 Save as otherwise provided hereinabove, the Depository as a registered owner shall not have any voting rights or any other rights in respect of securities held by it, and the Beneficial Owner shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of its securities held by a Depository.
- 17.6.3 Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears as the Beneficial Owner of the securities in the records of the Depository as the absolute owner thereof and accordingly the Company shall not be bound to recognise any benami, trust or equitable, contingent, future or partial interest in any Security or (except otherwise expressly provided by the Articles) any right in respect of a Security other than an absolute right thereto, in accordance with these Articles on the part of any other person whether or not it shall have express or implied notice thereof.

17.7 Nomination

- 17.7.1 Every holder of Shares in, or Debentures of the Company may at any time nominate, in the manner prescribed under the Act, a person to whom his shares in or Debentures of the Company shall vest in the event of death of such holder.
- 17.7.2 Where the Shares in, or Debentures of the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or Debentures of the Company, as the case may be, held by them shall vest in the event of death of all joint holders.
- 17.7.3 Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, or in these Articles, in respect of such shares in or Debentures of the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in, or Debentures of the Company, the nominee shall, on the death of the shareholders or holder of Debentures of the Company or, as the case may be, on the death of all the joint holders become entitled to all the rights in the shares or Debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner under the provisions of the Act.
- 17.7.4 Where the nominee is a minor, it shall be lawful for the holder of the shares or holder of Debentures to make the nomination to appoint, in the prescribed manner under the provisions of the Act, any person to become entitled to the shares in or Debentures of the Company, in the event of his death, during the minority.

17.8 Transmission in the name of nominee

- 17.8.1 Any person becoming entitled to Shares or Debentures in consequence of the death, lunacy, bankruptcy or insolvency of any member, or the marriage of a female member, or by any lawful means other than by a transfer in accordance with these presents, may with the consent of the Board of Directors and subject as hereinafter provided, elect, either:
- 17.8.2 to be registered himself as holder of the Shares or Debentures, as the case may be; or to make such transfer of the Shares or Debentures, as the case may be, as the deceased shareholder or Debenture holder, as the case may be, could have made.

Provided nevertheless that it shall be lawful for the Directors in their absolute discretion to dispense with the production of any evidence including any legal representation upon such terms as to indemnity or otherwise as the Directors may deem fit.

Provided nevertheless, that if such person so becoming entitled, elects to register some other person, he shall testify the election by executing an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the Shares or Debentures.

- 17.8.3 The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the Share before his death or insolvency.
- 17.8.4 If any person, so becoming entitled, elects himself to be registered as holder of the Shares or Debentures, as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with death certificate of the deceased shareholder or Debenture holder and the certificate(s) of shares or Debentures, as the case may be, held by the deceased in the Company.
- 17.8.5 If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.

- 17.8.6 All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that Member.
- 17.8.7 Subject to the provisions of Section 56 of the Act and these Articles, the Board may register the relevant shares or Debentures in the name of the nominee of the transferee as if the death of the registered holder of the shares or Debentures had not occurred and the notice or transfer were a transfer signed by that shareholder or Debenture holder, as the case may be.
- 17.8.8 A nominee on becoming entitled to shares or Debentures by reason of the death of the holder or joint holders shall be entitled to the same Dividend and other advantages to which he would be entitled if he were the registered holder of the Share or Debenture, except that he shall not before being registered as holder of such shares or Debentures, be entitled in respect of them to exercise any right conferred on a member or Debenture holder in relation to meetings of the Company.
- 17.8.9 The Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the shares or Debentures, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonus, interest or other moneys payable or rights accrued or accruing in respect of the relevant shares or Debentures, until the requirements of the notice have been complied with.
- 17.9 No transfer to minor, insolvent etc.**
- No transfer shall be made to a minor or person of unsound mind. However in respect of fully paid up shares, shares may be transferred in favor of minor acting through legal guardian, in accordance with the provisions of law.
- 17.10 Person entitled may receive Dividend without being registered as a Member**
- A 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 discharge for any dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
- 17.11 No fee on transfer or transmission**
- No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.
- 17.12 Company not liable for disregard of a notice in prohibiting registration of transfer**
- The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of Shares 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 deferred 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 of Directors shall so think fit.

18 DEMATERIALISATION OF SECURITIES

The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Articles.

18.1 Dematerialization of Securities

The Board shall be entitled to dematerialize Securities or to offer securities in a dematerialized form pursuant to the Depositories Act, 1996, as amended. The provisions of this Article contained in Articles

18.1 to 18.9 will be applicable in case of such Securities as are or are intended to be dematerialised.

18.2 Options for investors

18.2.1 Every holder of or subscriber to Securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the Beneficial Owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any securities in the manner provided by the Depositories Act, 1996, and the Company shall, in the manner and within the time prescribed by law, issue to the Beneficial Owner the required certificates for the Securities.

18.2.2 If a person opts to hold his securities with the Depository, the Company shall intimate such Depository the details of allotment of the securities, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the securities.

18.3 Securities in depositories to be in fungible form

All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 89 and 186 of the Act shall apply to a Depository in respect of the securities held by on behalf of the Beneficial Owners.

18.4 Rights of Depositories and Beneficial Owners

18.4.1 Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of Securities of the Company on behalf of the Beneficial Owner.

18.4.2 Save as otherwise provided in Article 18.4.1 above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.

18.4.3 Every person holding Securities of the Company and whose name is entered as the Beneficial Owner of securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the Securities which are held by a Depository and shall be deemed to be a Member of the Company.

18.5 Service of Documents

Notwithstanding anything contained in these Articles to the contrary, where Securities of the Company are held in a Depository, the records of the beneficiary ownership may be served by such Depository on the Company by means of Electronic Mode.

18.6 Transfer of securities

Nothing contained in Section 55 of the Act or these Articles shall apply to a transfer of Securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.

18.7 Allotment of securities dealt with in a Depository

Notwithstanding anything contained in these Articles, where Securities are dealt

with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such Securities.

18.8 *Distinctive number of securities held in a Depository*

Nothing contained in the Act or in these Articles regarding the necessity of having distinctive numbers for Securities issued by the Company shall apply to Securities held with a Depository.

18.9 *Register and index of Beneficial Owners*

The Register and Index of Beneficial Owners maintained by Depository under the Depositories Act,

1996, as amended shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.

19 COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

Copies of Memorandum and Articles of Association of the Company shall be furnished to every shareholder of the Company at his request on payment of an amount as may be fixed by the Board to recover reasonable cost and expenses, not exceeding such amount as fixed under Applicable Law.

20 BORROWING POWERS

20.1 *Power to borrow*

The Board may, from time to time, at its discretion subject to the provisions of these Articles, Section 73 to 76, 179, 180 of the Act or Applicable Law, raise or borrow, either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purpose of the Company; by a resolution of the Board, or where a power to delegate the same is available, by a decision/ resolution of such delegate, provided that the Board shall not without the requisite sanction of the Company in General Meeting borrow any sum of money which together with money borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate for the time being of the paid up Share Capital of the Company and its free reserves.

20.2 *Conditions on which money may be borrowed*

The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by the issue of bonds, or other Securities, or any mortgage, or other Security on the undertaking of the whole or any part of the property of the Company (both present and future including its uncalled capital for the time being).

20.3 *Terms of issue of Debentures*

Any Debentures, Debenture stock, bonds or other Securities may be issued on such terms and conditions as the Board may think fit. Provided that Debenture with a right to allotment or conversion into shares shall be issued in conformity with the provisions of Section 62 of the Act. Debentures, Debenture stock, bonds and other securities may be made assignable free from any equities from the Company and the person to whom it may be issued. Debentures, Debenture-stock, bonds or other securities with a right of conversion into or allotment of Shares shall be issued only with such sanctions as may be applicable.

20.4 *Instrument of transfer of Debenture*

Save as provided in Section 56 of the Act, no transfer of Debentures shall be registered unless a proper instrument of transfer duly executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the Debentures: Provided that the Company may issue non transferable Debentures and accept an assignment of such instruments.

20.5 Delivery of certificates

Deliver by the Company of certificates upon allotment or registration of transfer of any Debentures, Debenture stock or bond issued by the Company shall be governed and regulated by Section 56 of the Act.

20.6 Register of charge, etc.

The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, Debentures and charges specifically affecting the property of the Company, and shall cause the requirements of Sections 77 to 37 of the Act, both inclusive of the Act in that behalf to be duly complied with, so far as they are ought to be complied with by the Board.

20.7 Register and Index of Debenture holders

The Company shall, if at any time it issues Debentures, keep a Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company shall have the power to keep in any state or country outside India a Branch Register of Debenture-stock, resident in that state or country.

21 GENERAL MEETINGS

21.1 The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year.

21.2 Every Annual General Meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day that is not a national holiday and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated.

21.3 All general meetings other than annual general meeting shall be called extraordinary general meeting.

21.4 In the case of an Annual General Meeting, all businesses to be transacted at the meeting shall be deemed special, with the exception of business relating to:

21.4.1 the consideration of financial statements and the reports of the Board of Directors and Auditors;

21.4.2 the declaration of any Dividend;

21.4.3 the appointment of Directors in place of those retiring;

21.4.4 the appointment of and the fixing of the remuneration of, the Auditors

21.5 in case of any other meeting, all business shall be deemed special.

21.6 The Board may, whenever it thinks fit, call an extraordinary general meeting.

21.7 Where permitted or required by Applicable Law, Board may, instead of calling a meeting of any Members/ class of Members/Debenture holders, seek their assent by Postal ballot, including e-voting. Such Postal ballot will comply with the provisions of Applicable Law in this behalf.

21.8 The intent of these Articles is that in respect of seeking the sense of the Members or Members of a class or any Security holders, the Company shall, subject to Applicable Law, be entitled to seek assent of Members, or a class of Members or any holders of Securities using such contemporaneous methods of communication as is permitted by Applicable Law. A written resolution including consent obtained through Electronic Mode shall be deemed to be sanction provided by the member, member of a class or other Security holder by way of personal presence in a meeting.

21.9 The Board may, whenever it thinks fit, call an Extraordinary 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 such of the paid-up Capital as at the date carries the right of voting in regard to the matter in respect of which the requisition has been made.

- 21.10 Any meeting called as above 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.

22 E-VOTINGS IN CASE OF GENERAL MEETINGS

- 22.1 Where the Company conducts General Meetings by way of e-voting, the Company shall follow the procedure laid down under the Act and Applicable Law.
- 22.2 Where Member has been allowed the option of voting through Electronic Mode as per Applicable Law, such Member, or Members generally, shall be allowed to speak at a Meeting, but shall not be allowed to vote at the meeting, unless permitted under Applicable Law. Provided that voting may also be allowed to be case by way of poll or any other mode which any Applicable Law may allow.
- 22.3 Where there is voting at General Meeting in addition to E-voting, the person chairing the General Meeting may require a poll to be conducted.

23 NOTICE OF GENERAL MEETINGS

- 23.1 At least 21 clear days' notice of every General Meeting, specifying the day, date, place and hour of meeting, containing a statement of the business to be transacted thereat, shall be given, either in writing or through Electronic Mode, to every member or legal representative of any deceased member or the assignee of an insolvent member, every Auditor(s) and Director of the Company.
- 23.2 A General Meeting may be called at a shorter notice if consented to by either by way of writing or any Electronic Mode by not less than 95% of the Members entitled to vote at such meeting.

24 QUORUM AT GENERAL MEETING

- 24.1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 24.2 Save as otherwise provided herein, the quorum for the general meetings shall be as provided in Section 103 of the Act.
- 24.3 If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, 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 quorum and may transact the business for which the meeting was called.

25 CHAIRPERSON AT GENERAL MEETINGS

- 25.1 The Chairperson, if any, of the Board shall preside as Chairperson at every General Meeting of the Company.
- 25.2 If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting, the Directors present shall elect one among themselves to be Chairperson of the meeting.
- 25.3 If at any meeting no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the meeting,

the members present shall choose one of themselves to be Chairperson of the meeting.

- 25.4 No business shall be discussed at any General Meeting except the election of a Chairperson, while the chair is vacant.

26 ADJOURNMENT OF MEETING

- 26.1 The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- 26.2 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 26.3 When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- 26.4 Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

27 VOTING RIGHTS

- 27.1 No Member shall be entitled to vote either personally or by proxy, at any General Meeting or Meeting of a class of shareholders 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.
- 27.2 Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
- 27.2.1 on a show of hands, every member present in person shall have one vote; and
- 27.2.2 on a poll, the voting rights of members shall be in proportion to his Share in the paid-up equity Share Capital of the Company.
- 27.3 A Member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.
- 27.4 In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 27.5 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.
- 27.6 Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
- 27.7 No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of Shares in the Company have been paid.
- 27.8 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- 27.9 Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

28 PROXY

- 28.1 Subject to the provisions of these Articles, votes may be given either personally

or by proxy. A body corporate being a member may vote by a representative duly authorised in accordance with Section 113 of the Act, and such representative shall be entitled to exercise the same rights and powers (including the rights to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual member.

28.2 The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

28.3 Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a body corporate, under the Seal of the Company, or be signed by an officer or any attorney duly authorised by it, and any committee or guardian may appoint such proxy. An instrument appointing a proxy shall be in the form as prescribed in terms of Section 105 of the Act.

28.3.1 A Member present by proxy shall be entitled to vote only on a poll, except where Applicable Law provides otherwise.

28.3.2 The proxy so appointed shall not have any right to speak at the meetings

28.3.3 A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

28.3.4 Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

29 PASSING OF RESOLUTION BY POSTAL BALLOT

29.1 Where permitted or required by Applicable Law, Board may, instead of calling a meeting of any Members/ class of Members/ Debenture holders, seek their assent by Postal ballot, which shall include e-voting. Such Postal ballot will comply with the provisions of Applicable Law in this behalf.

29.2 Where permitted/required by Applicable Law, Board may provide Members/ Members of a class/ Debenture holders' right to vote through e-voting, complying with Applicable Law.

29.3 The intent of these Articles is that in respect of seeking the sense of the Members or Members of a class or any Security holders, the Company shall, subject to Applicable Law, be entitled to seek assent of Members, Members of a class of Members or any holders of securities using such use of contemporaneous methods of communication as is permitted by Applicable Law. A written resolution, including consent obtained through Electronic Mode, shall be deemed to be sanction provided by the Member, Member of a class or other Security holders by way of personal presence in a meeting.

29.4 Notwithstanding anything contained in the foregoing, the Company shall transact such business, follow such procedure and ascertain the assent or dissent of Members for a voting conducted by Postal ballot, as may be prescribed by Section 110 of the Act and Applicable Law.

29.5 In case of resolutions to be passed by Postal ballot, no Meeting needs to be held at a specified time and space requiring physical presence of Members to form a quorum.

29.6 Where a resolution will be passed by Postal ballot, the Company shall, in addition to the requirements of giving requisite clear days' notice, send to all the Members the following:

29.6.1 Draft resolution and relevant explanatory statement clearly explaining the reasons thereof.

29.6.2 Postal ballot for giving assent or dissent, in writing by Members; and

29.6.3 Enable Member, in such manner as prescribed under Applicable Law, for communicating assents or dissents on the Postal ballot to the Company with a request to the Members to send their communications within 30 days from the date of dispatch of the notice.

30 MAINTENANCE OF RECORDS AND INSPECTION OF MINUTES OF GENERAL MEETING BY MEMBERS

30.1 Where permitted/required by Applicable Law, all records to be maintained by the Company may be kept in electronic form subject to the provisions of the Act and the conditions as laid down in the Applicable Law. Such records shall be kept open to inspection in the manner as permitted by the Act and Applicable Law. The term 'records' would mean any register, index, agreement, memorandum, minutes or any other document required by the Act and Applicable Law made there under to be kept by the Company.

30.2 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.

30.3 Any such minutes shall be evidence of the proceedings recorded therein.

30.3.1 The book containing the minutes of proceedings of General Meetings shall be kept at the registered office of the Company and shall be open during business hours, for such periods not being less than 2 hours on any day, as may be fixed by the Company Secretary from time to time, to the inspection of any Member without charge.

30.3.2 Any Member of the Company shall be entitled to a copy of minutes of the General Meeting on receipt of a specific request and at a fee of Rs. 10/- (rupees ten only) for each page, or such higher amount as the Board may determine, as permissible by Applicable Law.

31 BOARD OF DIRECTORS

The number of Directors of the Company shall be not less than 3 (three) and not more than 15 (fifteen). However, the Company may appoint more than 15 Directors after passing a Special Resolution. Further, any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debenture, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly and such appointment shall be in such terms and conditions as laid down by Board, as permitted by Applicable Law. The Directors are not required to hold any qualification shares. Composition of the Board shall be in accordance with the provisions of Section 149 of the Act and other Applicable Laws. Provided that where there are temporary gaps in meeting the requirements of Applicable Law pertaining to composition of Board of Directors, the remaining Directors shall (a) be entitled to transaction business for the purpose of attaining the required composition of the Board; and (b) be entitled to carry out such business as may be required in the best interest of the Company in the meantime.

31.1 The first Directors of the Company as on the date of incorporation are:

31.1.1 Mr. Ramesh Kumar Vijay

31.1.2 Mr. Rajkumar Vijay

31.1.3 Mr. Rakshita Vijay

And, the present Directors of the Company as on the date of adoption are:

31.1.4 Mr. Ramesh Kumar Vijay

31.1.5 Mr. Rajkumar Vijay

31.1.6 Mr. Ramswaroop Gandhi

31.2 Nominee Directors

31.2.1 The Company shall, subject to the provisions of the Act and these Articles, be entitled to agree with any Person that he or it shall have the right to appoint his or its nominee on the Board, not being an Independent Director, upon such terms and conditions as the Company may deem fit. He shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

*The board of directors of Company shall appoint the person nominated by the debenture trustee(s) in terms of clause (e) of sub regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 as a director on its board nor be required to hold any qualification shares.

31.2.2 In the event of Company borrowing any money from any financial corporation or institution or Government or any Government body or a collaborator, bank, person or persons or from any other source, while any money remains due to them or any of them, the lender concerned may have and may exercise the right and power to appoint, from time to time, any person or persons to be a Director or Directors of the Company.

The Nominee Directors so appointed shall hold the said office only so long as any money remains owing by the Company to the Corporation or so long as the Corporation hold or continues 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.

31.2.3 A nominee Director may at any time be removed from the office by the appointing authority who may from the time of such removal or in case of death or resignation of person, appoint any other or others in his place. Any such appointment or removal shall be in writing, signed by the appointer and served on the Company. Such Director need not hold any qualification shares.

31.3 **Board's power to appoint Additional Directors**

31.3.1 Subject to the provisions of Sections 149,152 and 161 of the Act and Applicable Laws, the Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional Directors together shall not at any time exceed the maximum strength fixed for the Board by these Articles.

31.3.2 Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

31.4 **Appointment of Alternate Directors**

Subject to the provisions of Section 161(2) of the Act, the Board may appoint an Alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an Alternate Director in place of an Independent Director unless he is qualified to be appointed as an Independent Director under the Act and Applicable Law. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the terms of office

* Added / amended vide special resolution passed in AGM dated 11.06.2024.

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Director

of the Original Director are determined before he so returns to India, any provisions in the Act or in these Articles for the automatic reappointment of any retiring Director in default of another appointment shall apply to the Original Director, and not to the Alternate Director.

For the purpose of absence in the Board meetings in terms of Section 167 (1) (b) of the Act, the period during which an Original Director has an Alternate Director appointed in his place, shall not be considered.

32 BOARD'S POWER TO FILL CASUAL VACANCIES

- 32.1** Subject to the provisions of Sections 152(7), 161(4) and 169(7) of the Act, 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 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.
- 32.2** If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place in accordance with the provisions of Section 152(7) of the Act.
- 32.3** If at the adjourned meeting also, the vacancy caused by 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 so deemed to have been reappointed at the adjourned meeting, unless :
 - 32.3.1** at that meeting or at the previous meeting the resolution for the reappointment of such Director has been put to the meeting and lost;
 - 32.3.2** the retiring Director has, by a notice in writing addressed to the Company or its Board expressed his unwillingness to be so reappointed;
 - 32.3.3** he is not qualified or is disqualified for appointment;
 - 32.3.4** a resolution whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or
 - 32.3.5** the provision of Section 162 of the Act is applicable to the case.

33 INDEPENDENT DIRECTORS

- 33.1** Subject to the provisions of Section 149(6) of the Act and other Applicable Laws, the Board or any other Committee as per the Act shall identify potential individuals for the purpose of appointment as Independent Director either from the date bank established under Section 150 of Act or otherwise.
- 33.2** The Board on receiving such recommendation shall consider the same and propose his appointment for approval at a General Meeting. The explanatory statement to the notice for such General Meeting shall provide all requisite details as required under the Act.
- 33.3** Any casual vacancy in the post of an Independent Director caused by way of removal, resignation, death, vacation of office under Section 167 of the Act and Applicable Law or Article 32.2, removal from Directorship pursuant to any court order or due to disqualification under Section 164 of Act shall be filled by following the process laid down herein below and in accordance with the Applicable Law. No such casual vacancy shall prejudice the functioning of the Board during the intervening period.
- 33.4** Every Independent Director shall at the first meeting of the Board in which he participates as a Director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the circumstances which

may affect his status as an Independent Director, give a declaration that he meets the criteria of independence.

33.5 The Company and Independent Directors are required to abide by the provisions specified in Schedule IV of the Act.

33.6 An Independent Director shall not be entitled to any stock option and may receive remuneration by way of sitting fee, reimbursement of expenses for participation in the Board and other meetings and also to such commission based on profits, as may, subject to provisions of Applicable Law, be approved by the Members.

33.7 An Independent Director shall be held liable, only in respect of such acts of omission or commission by a Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently

33.8 The provisions relating to retirement of Directors by rotation shall not be applicable to appointment of Independent Directors.

33.9 *Term of Office of Independent Director*

33.9.1 Subject to Applicable Law, an Independent Director shall hold office for a term up to 5 (five) consecutive years on the Board of a Company, but shall be eligible for reappointment for one more term on passing of a Special Resolution by the Company and disclosure of such appointment in the Board's report.

33.9.2 No Independent Director shall hold office for more than 2 (two) consecutive terms, but such Independent Director shall be eligible for appointment after the expiration of 3(three) years of ceasing to become an Independent Director provided that he shall not, during the said period of 3 (three) years, be appointed in or be associated with the Company in any other capacity, either directly or indirectly.

33.10 *Office of Profit under the Company or its subsidiary*

Without prior consent of the members by special resolution no director, no partner or relative of a Director, no firm in which a Director or his relative is a partner, no private company of which a Director is a director or member and no director, or manager of such a private company shall, hold any office or place of profit under the Company or under any subsidiary of the Company (unless the remuneration received from such subsidiary in respect of such office or place is paid over to the Company or its holding company in so far as such remuneration is over and above the remuneration to which he is entitled as a director of such subsidiary) except that of a managing director, manager, legal or technical adviser, banker or trustee for the holders of debentures.

34 RETIREMENT AND ROTATION OF DIRECTORS

34.1 At least two-thirds of the total number of Directors, excluding Independent Directors, will be the Directors who are liable to retire by rotation (hereinafter called "the Rotational Directors").

34.2 At every Annual General Meeting of the Company, one-third of the Rotational Directors, or if their number is not three or a multiple of three, then, the number nearest to one-third, shall retire from office.

34.3 The Company may appoint a Managing or a Whole-time Director, or any other Executive Director, as Rotational Director. The terms of appointment of such Director may provide that, where the General Meeting at which such Rotational Director comes for reappointment does not reappoint him, his office shall continue without being a Director on the Board of the Company. Director appointed as nominee director shall not be liable to retire by rotation.

34.4 A retiring Director shall be eligible for re-election.

35 RESIGNATION OF DIRECTORS

35.1 Subject to the provisions of Applicable Law, a Director may resign from his office by giving a notice in writing to the Company and Board shall take note of the same. The fact of such resignation shall be mentioned in the report of Directors laid in the immediately following General Meeting by the Company.

35.2 A Managing Director or a Whole-time Director or any Executive Director, who has any terms of employment with the Company shall not give any notice of resignation in breach of the conditions of employment as may be applicable, either to a Director specifically, or to employees of the Company generally. A nominee Director shall not give any notice of resignation except through the nominating person.

35.3 The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later.

Provided that the Director who has resigned shall be liable even after his resignation for the offences which occurred during his tenure.

36 REMOVAL OF DIRECTORS

Any Director of the Company, except the one appointed by the National Company Law Tribunal, may be removed by way of Ordinary Resolution before the expiry of his term of office, subject to the provisions of Section 169 of the Act.

37 REMUNERATION OF DIRECTORS

37.1 Subject to the provisions of Section 197 of the Act, a Director may be paid remuneration 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.

Provided that where the Company takes a Directors' and Officers' Liability Insurance, specifically pertaining to a particular Director and/or officer, then the premium paid in respect of such insurance, for the period during which a Director and/or officer has been proved guilty, will be treated as part of remuneration paid to such Director and/or officer.

37.2 The Board or a relevant Committee constituted for this purpose shall seek to ensure that the remuneration paid to Directors, key managerial personnel and senior management involves a balance between fixed and incentive pay reflecting short and long-term performance objectives appropriate to the working of the Company and its goals.

37.3 The fees payable to a Director for attending the meetings of the Board or Committee thereof shall be such sum as may be decided by the Board of Directors from time to time within the maximum limit as prescribed under Section 197(5) of the Act and Applicable Law. Fee shall also be paid for attending any separate meeting of the Independent Directors of the Company in pursuance of any provision of the Act. Fee shall also be payable for participating in meetings through permissible Electronic Mode.

37.4 In addition to the remuneration payable pursuant to Section 197 of the Act, the Directors may be paid all conveyance, hotel and other expenses properly incurred by them—

37.4.1 in attending and returning from meetings of the Board of Directors or any Committee thereof or general meetings of the Company; or

37.4.2 in connection with the business of the Company.

38 VACATION OF OFFICE OF DIRECTOR

The office of a Director shall ipso facto be vacated:

- 38.1 on the happening of any of the events as specified in Section 167 of the Act;
- 38.2 if a person is a Director of more than the number of Companies as specified in the Act at a time;
- 38.3 in the case of alternate Director, on return of the original Director in terms of Section 161 of the Act;
- 38.4 having been appointed as a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, he ceases to hold such office or other employment in that company;
- 38.5 if he is removed in pursuance of Section 169 of the Act;
- 38.6 any other disqualification that the Act for the time being in force may prescribe.
- 38.7 *Notice of candidature for office of Directors except in certain cases*
 - 38.7.1 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 as a Director, has, not less than fourteen days before the meeting, left at the registered 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 the requisite deposit of Rupees 1 Lac or such higher amount as the Board may determine, as permissible by Applicable Law.
 - 38.7.2 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 160 of the Act signifying his candidature for the office of a 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.
 - 38.7.3 A person other than a Director reappointed after retirement by rotation 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 161 of the Act, appointed as a Director or reappointed 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 submitted consent in writing to act as a Director of the Company and the same is filed with the Registrar within thirty days of his appointment.

39 DIRECTOR MAY CONTRACT WITH THE COMPANY

- 39.1 Subject to Applicable Law, a Director or any Related Party as defined in Section 2 (76) of the Act or other Applicable Law may enter into any contract with Company for the sale, purchase or supply of any goods, materials, or services, or other contract involving creation or transfer of resources, obligations or services, subject to such sanctions as required by Applicable Law.
- 39.2 Unless so required by Applicable Law, no sanction shall, however, be necessary for any contracts with a related party entered into on arm's length basis. Where a contract complies with such conditions or indicia of arm's length contracts as laid down in a policy on related party transactions framed by the Board and approved by a general meeting, the contract shall be deemed to be a contract entered into on arm's length basis.

40 DISCLOSURE OF INTEREST

- 40.1** A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or proposed contract or arrangement entered into 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 184(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 body corporate where the Director of the Company either himself or in association with any other Director hold or holds less than two per cent of the shareholding in such other body corporate.
- 40.2** Subject to the provisions of Section 184 of the Act, no Director shall as Director take any part in the discussion of, or vote on any contract or arrangement 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.
- 40.3** *Register of contracts or arrangements in which Directors are interested*
- 40.3.1** The Company shall keep a Register in accordance with Section 189 (1) of the Act and Applicable Law. The Register shall be kept at the registered office of the Company and shall be preserved permanently be kept in the custody of the Company Secretary of the Company or any other person authorized by the Board for the purpose.
- 40.3.2** Such a Register shall be open to inspection at such office, and extracts may be taken therefrom and copies thereof may be provided to a Member of the Company on his request, within seven days from the date on which such request is made and upon the payment of Rs. 10 (ten rupees) per page or such higher amount as may be laid by the Board, as permitted by Applicable Law.
- 40.4** *Register of Directors and Key Managerial Personnel and their shareholding*
- The Company shall keep at its registered office a register containing the particulars of its Directors and Key Managerial Personnel, which shall include the details of Securities held by each of them in the Company or its holding, subsidiary, subsidiary of Company's holding Company or associate companies in accordance to Section 170 of the Act and Applicable Law.
- 40.5** *Miscellaneous*
- All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

41 PROCEEDINGS OF THE BOARD

- 41.1** The Directors may meet together as a Board from time to time for the conduct and dispatch of the business of the Company, adjourn or otherwise regulate its meetings, as it thinks fit.
- 41.2** A meeting of the Board shall be called by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.
- 41.3** The notice of the meeting shall inform the Directors regarding the option

available to them to participate through Electronic Mode, and shall provide all the necessary information to enable the Directors to participate through such Electronic Mode.

- 41.4 A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director, if any, shall be present at the meeting, or in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director. Where the Company does not have, for the time being, any Independent Director, a Board meeting may be called at a shorter notice where such notice is approved by a majority of Directors present at such meeting.
- 41.5 The Board shall so meet at least once in every four 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.
- 41.6 Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book to be kept for that purpose. The names of Directors who have participated in Board meetings through Electronic Mode shall be entered and initialed by the Company Secretary, stating the manner in which the Director so participated.

42 MEETINGS OF BOARD BY VIDEO/AUDIO-VISUAL CONFERENCING

Subject to the provisions of Section 173(2) of the Act and Applicable Law, the Directors may participate in meetings of the Board otherwise through physical presence, Electronic Mode as the Board may from time to time decide and Directors shall be allowed to participate from multiple locations through modern communication equipments for ascertaining the views of such Directors who have indicated their willingness to participate by such Electronic Mode, as the case may be.

42.1 *Regulation for meeting through Electronic Mode*

- 42.1.1 The Board may, by way of a resolution passed at a meeting, decide the venues where arrangements may be made by the Company, at the Company's cost, for participation in Board meetings through Electronic Mode, as the case may be, in accordance to the provisions of 173(2) of the Act and Applicable Law. In case of a place other than such places where Company makes arrangements as above, the Chairperson may decline the right of a Director to participate through Electronic Mode in view of concerns of security, sensitivity and confidentiality of Board proceedings. Where the Chairperson so permits a Director to participate from a place other than the designated places where the Company has made the arrangements, the security and confidentiality of the Board proceedings shall be the responsibility of the Director so participating, and the cost and expense in such participation, where agreed to by the Chairperson, may be reimbursed by the Company.
- 42.1.2 Subject as aforesaid, the conduct of the Board meeting where a Director participates through Electronic Mode shall be in the manner as laid down in Applicable Law.
- 42.1.3 The rules and regulations for the conduct of the meetings of the Board, including for matters such as quorum, notices for meeting and agenda, as contained in these Articles, in the Act and/or Applicable Law, shall apply to meetings conducted through Electronic Mode, as the case may be.

42.1.4 Upon the discussions being held by Electronic Mode, as the case may be, the Chairperson or the Company Secretary shall record the deliberations and get confirmed the views expressed, pursuant to circulation of the draft minutes of the meeting to all Directors to reflect the decision of all the Directors participating in such discussions.

42.1.5 Subject to provisions of Section 173 of the Act and the Applicable Laws, a Director may participate in and vote at a meeting of the Board by means of Electronic Mode which allows all persons participating in the meeting to hear and see each other and record the deliberations. Where any Director participates in a meeting of the Board by any of the means above, the Company shall ensure that such Director is provided with a copy of all documents referred to during such Board meeting prior to the commencement of this Board Meeting.

42.2 Who can convene a Board Meeting

A Board Meeting can be convened by such persons as the Applicable Laws may allow.

43 NOTICE OF MEETING

43.1 Notice of every meeting of the Board shall be given in writing including by way of electronic means, not later than seven days, to every Director at his registered address with the Company.

43.2 The notice of a meeting of the Board must contain information regarding the option available to them to participate through Electronic Mode, and shall provide all the necessary information to enable the Directors to participate through such Electronic Mode.

44 CHAIRPERSON FOR BOARD MEETINGS

44.1 If an individual is appointed or reappointed by the company as the Chairman of the Company as well as the Managing Director or Chief Executive Officer of the Company at the same time, in that case, such person shall preside at all meetings of the board as well as general meetings of the Company. Otherwise, the Board may elect a Chairman, and determine the period for which he is to hold office. The Managing Director may also be appointed by the Board as the Chairman.

44.2 If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their numbers to be Chairperson of the meeting.

45 QUORUM

45.1 The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of the Section 174 of the Act. If a quorum is not present within fifteen minutes from the time appointed for holding a meeting of the Board it shall be adjourned until such date and time as the Chairperson of the Board shall decide.

45.2 The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the Company and for no other purpose.

45.3 Exercise of powers to be valid in meetings where quorum is present

A meeting of the Board of which a quorum be present shall be competent to

exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board, or in accordance with Section 179 (1) of the Act, the powers of the Company.

45.4 Matter to be decided on majority of votes

Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote.

46 POWER TO APPOINT COMMITTEE AND TO DELEGATE POWERS

46.1 The Board may, subject to the provisions of the Act, from time to time and at any time delegate any of its powers to committees consisting of such Director or Directors as it thinks fit, and may from time to time revoke such delegation. Unless a power of the Board is not capable of being delegated, such power may be delegated by the Board to any officer or committee of officers as the Board may determine.

46.2 Any committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.

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

47 RESOLUTION WITHOUT BOARD MEETING/ RESOLUTION BY CIRCULATION

Save as otherwise expressly provided in the Act to be passed at a meeting of the Board and subject to Section 175 of the Act or Applicable Laws, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee of the Board, as the case may be, duly called and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee of the Board, as the case may be, at their addresses registered with the Company in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be), and has been approved by a majority of the Directors or members as are entitled to vote on the resolution.

Provided that, where not less than one-third of the total number of Directors of the Company for the time being require that any resolution under circulation must be decided at a meeting, the chairperson shall put the resolution to be decided at a Board Meeting.

Provided further that where the resolution has been put to vote at a Board Meeting, the consent or dissent of the Directors obtained by way of resolution by circulation shall be rendered void and not be given effect to.

48 ACTS OF BOARD / COMMITTEE VALID NOTWITHSTANDING FORMER APPOINTMENT

All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained or in these Articles, be as valid as if every such Director or 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 acts done by a Director after his appointment has been shown to the Company to be invalid or to have been terminated.

49 MINUTES OF PROCEEDINGS OF MEETING OF BOARD

- 49.1 The Company shall cause minutes of proceedings of every meeting of the Board and Committee thereof to be kept in such form 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 in accordance to Section 118 of the Act or Applicable Laws.
- 49.2 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 Chairperson of the said meeting or the Chairperson of the next succeeding meeting.
- 49.3 In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by a pasting or otherwise, if the minutes are kept in physical form.
- 49.4 The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- 49.5 Where the meeting of the Board takes place through Electronic Mode, the minutes shall disclose the particulars of the Directors who attended the meeting through such means. The draft minutes of the meeting shall be circulated among all the Directors within fifteen days of the meeting either in writing or in Electronic Mode as may be decided by the Board and/or in accordance with Applicable Laws.
- 49.6 Every Director who attended the meeting, whether personally or through Electronic Mode, shall confirm or give his comments in writing, about the accuracy of recording of the proceedings of that particular meeting in the draft minutes, within seven days or some reasonable time as permitted under Applicable Law, after receipt of the draft minutes failing which his approval shall be presumed.
- 49.7 All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meetings.
- 49.8 The minutes shall also contain:
 - 49.8.1 The names of the Directors present at the meeting; and
 - 49.8.2 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.
- 49.9 Nothing contained in Articles herein above, shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairperson of the meeting :
 - 49.9.1 is, or could reasonably be regarded as defamatory of any person.
 - 49.9.2 is irrelevant or immaterial to the proceedings; or
 - 49.9.3 is detrimental to the interest of the Company.
- 49.10 The Chairperson 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 Article.
- 49.11 Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

- 49.12** Any Director of the Company may requisition for physical inspection of the Board Meeting minutes by giving a prior notice of seven days.
- 49.13** Provided that the Director can requisition to inspect Board Meeting minutes only for the period that he is on the Board of the Company.
- 49.14** Provided further that the physical inspection shall be done solely by the Director himself and not by his authorised representative or any power of attorney holder or agent.

50 POWERS OF BOARD

- 50.1** The Board may exercise all such powers of the Company and do all such acts, and things as are not, by the Act and Applicable Law made thereunder, or any other Act, or by the Memorandum, or by these 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 and the Applicable Law made thereunder, or any other Act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulations 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.
- 50.2** The Board may, subject to Applicable Law, also give a loan to a Director or any entity in which the Director is interested. Where any sum of money is payable by a Director, the Board may allow such time for payment of the said money as is acceptable within customary periods for payment of similar money in contemporaneous commercial practice. Grant of such period for payment shall not be deemed to be a "loan" or grant of time for the purpose of sec 180 (1) (d) of the Act and Applicable Law.
- 50.3** The Board may subject to Section 186 of the Act and provisions of Applicable Law made thereunder shall by means of unanimous resolution passed at meeting of Board from time to time, invest, provide loans or guarantee or security on behalf of the Company to any person or entity.

51 RESTRICTION ON POWERS OF BOARD

- 51.1** Board of Directors should exercise the following powers subject to the approval of Company by a Special Resolution:
- 51.1.1** to 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 any of such undertakings.
- 51.1.2** to invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;
- 51.1.3** to borrow money, where the money to be borrowed, together with the money already borrowed by the Company will exceed aggregate of its paid-up Share Capital and free-reserves, apart from temporary loans obtained from the Company's bankers in the ordinary course of business.
- 51.1.4** to remit, or give time for the repayment of, any debt due from a Director.

51.2 Contribution to charitable and other funds

The Board of Directors of a Company may contribute to bona fide charitable and other fund. A prior permission of the Company in general meeting (ordinary resolution) shall be required for if the aggregate of such contributions in a financial year exceeds 5 % (five percent) of its average net profits for the three immediately preceding financial years.

52 ABSOLUTE POWERS OF BOARD IN CERTAIN CASES

- 52.1** Without prejudice to the general powers conferred by Section 179(3) of the Act or Applicable Laws made thereunder and 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 these Articles or the Applicable Law, it is hereby declared that the Directors shall have the following powers; that is to say, power :
- 52.1.1 To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
 - 52.1.2 To pay any interest lawfully payable under the provisions of the Act.
 - 52.1.3 To act jointly and severally in all on any of the powers conferred on them.
 - 52.1.4 To appoint and nominate any Person(s) to act as proxy for purpose of attending and/or voting on behalf of the Company at a meeting of any Company or association.
 - 52.1.5 To comply with the provisions of Applicable Law which in their opinion shall, in the interest of the Company be necessary or expedient to comply with.
 - 52.1.6 To make, vary and repeal bye-laws for regulation of business of the Company and duties of officers and servants.
 - 52.1.7 Subject to Sections 179 and 188 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 Directors may believe or may be advised to be reasonably satisfactory.
 - 52.1.8 Subject to the provisions of the Act and Applicable Laws, to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in Shares, bonds, Debentures, mortgages, or other securities of the Company, and such Shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon all or any part of the property of the Company and its uncalled Capital or not so charged;
 - 52.1.9 To secure the fulfilment of any contracts or engagement 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 Company being or in such manner as they may think fit;
 - 52.1.10 To accept from any member, as far as may be permissible by law, a surrender of his Shares or any part thereof, on such terms and conditions as shall be agreed;
 - 52.1.11 To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular buy the issue of Debenture or Debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future).
 - 52.1.12 To open and deal with current account, overdraft accounts with any bank/banks for carrying on any business of the Company.
 - 52.1.13 To appoint any Person (whether incorporated or not) to accept and hold in trust for the Company and property belonging to the Company, in which it is interested, or for any other purposes; and execute such deeds and do all such things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees;

- 52.1.14 To institute, conduct, defend, compound, refer to arbitration 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 of any claim or demands by or against the Company.
- 52.1.15 To refer any claims or demands or differences by or against the Company or to enter into any contract or agreement for reference to arbitration, and observe, enforce, perform, compound or challenge such awards and to take proceedings for redressal of the same,;
- 52.1.16 To act as trustees in composition of the Company's debtors and/or act on behalf of the Company in all matters relating to bankrupts and insolvents;
- 52.1.17 To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
- 52.1.18 Subject to the provisions of Sections 179 and 186 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 the size of such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name;
- 52.1.19 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 or 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.
- 52.1.20 To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividends, warrants, releases, contracts and documents and to give the necessary authority for such purpose;
- 52.1.21 Subject to provisions of Applicable Law, to give a Director or any officer or any other person whether employed or not by the Company, Share or Shares in the profits of the Company, 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;
- 52.1.22 To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or by 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 instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit;
- 52.1.23 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;
- 52.1.24 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 equalized dividends or for repairing, improving, extending and maintaining any of the property of the Company or for such other purpose (including the purposes referred to in the preceding clause), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 179 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 expand all or any part thereof for the benefit of the Company, in such manner and for such purpose as the Board in their absolute discretion think conducive to the interest 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 or expended; and to divide the reserve into such special Funds as the Board may think fit, with full power to transfer the whole, or any portion of 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 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.

- 52.1.25 Subject to the provisions of the Act to appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisor, clerks, agents and servants of permanent, temporary or special services as they may for time to time think fit, and to determine their powers and duties and fix their salaries or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit also from time to time 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.
- 52.1.26 To comply with the requirements of any local law which in their opinion it shall, in the interest of the Company, be necessary or expedient of comply with;
- 52.1.27 Subject to applicable provisions of the Act and Applicable Law made thereunder, to appoint purchasing and selling agents for purchase and sale of Company's requirement and products respectively.
- 52.1.28 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 the members of such local boards and to fix their remuneration.
- 52.1.29 Subject to Section 179 & 180 of the Act from time to time and at any time, delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board, other than their power to make calls or to make loans or borrow or 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 any such delegation.

52.1.30 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 powers to make calls and excluding also, except in their limits authorised by the Board, the power to make loans and borrow money') 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 the members or any of the Members of any Local Board, established as aforesaid or in favour of any Company, or the Share holders, Directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly 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;

52.1.31 Subject to Sections 184 and 188 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 contracts, agreements and to execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient;

52.1.32 Subject to the provisions of the Act, the Board may pay such remuneration to Chairperson / Vice Chairperson of the Board upon such conditions as they may think fit.

52.1.33 To take insurance of any or all properties of the Company and any or all the employees and their dependants against any or all risks.

52.1.34 To take insurance on behalf of its managing Director, whole-time Director, manager, Chief Executive Officer, Chief Financial Officer or Company Secretary or any officer or employee of the Company for indemnifying any of them against any liability in respect of any negligence, default, misfeasance, breach of duty or breach of trust for which they may be guilty in relation to the Company.

52.2 Establishment of vigil mechanism

Company shall establish a vigil mechanism for their Directors and employees to report their genuine concerns or grievances. Audit Committee shall oversee the vigil mechanism. The vigil mechanism shall provide for adequate safeguards against victimisation of employees and Directors who avail of the vigil mechanism and also provide for direct access to the Chairperson of the Audit Committee in exceptional cases. In case of repeated frivolous complaints being filed by a Director or an employee, the audit Committee may take suitable action against the concerned Director or employee including reprimand.

53 MANAGING DIRECTOR

53.1 Board may appoint Managing Director(s)

53.1.1 Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its member or members as Managing Director(s) of the Company for fixed term not exceeding five years at a time

and 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(s) 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.

- 53.1.2 Subject to the article above, the powers conferred on the Managing Director shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers. The Managing Director shall not exercise any powers under Section 179 of Act except such powers which can be delegated under the Act and specifically delegated by a resolution of the Board.

53.2 *Restriction on Management*

The Board of Directors may, subject to Section 179 of the Act, entrust to and confer upon a Managing or whole time Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as they may think fit and either collaterally with or to the exclusion of their own powers and may, from time to time, revoke, withdraw or alter or vary all or any of such powers.

53.3 *Remuneration to Managing Directors/ Whole-time Directors*

A Managing or whole-time Director may be paid such remuneration, whether by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act, as the Board of Directors may determine.

54 CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

Subject to the provisions of the Act and Applicable Law,—

- 54.1 A Chief Executive Officer, Manager, Company Secretary or Chief Financial officer may be appointed at a Board Meeting for such term, at such remuneration and upon such conditions as it may think fit; and any Chief Executive Officer, manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution at a Board Meeting;
- 54.2 A Director may be appointed as Chief Executive Officer, Manager, Company Secretary subject to provisions of Section 203 of the Act. The Board may also designate the head of the financial function to the CFO of the Company.
- 54.3 A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, Chief Executive Officer, manager, Company Secretary or Chief Financial Officer.
- 54.4 The functions of a Company Secretary shall be in accordance with Section 205 of the Act and other Applicable Law.
- 54.5 Subject to the Article above, the powers conferred on the Chief Executive Officer shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer

such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

- 54.6 The Chief Executive Officer shall not exercise any powers under Section 179 of Act except such powers which can be delegated under the Act and specifically delegated by a resolution of the Board.

55 POWER TO AUTHENTICATE DOCUMENTS

- 55.1 Any Director or the Company Secretary or any officer appointed by the Board for the purpose shall have power to authenticate any documents relating to the constitution of the Company and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts thereof.
- 55.2 Document purporting to be a copy of resolution of the Board or an extract from the minutes of meeting of the Board which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be that extract is a true and accurate records of a duly constituted meeting of the Directors.

56 THE SEAL

- 56.1 The Board shall provide a Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given. The Company shall also be at liberty to have an official Seal for use in any territory, district or place outside India.
- 56.2 The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of such Directors and the Company Secretary or such other person as the Board may specify/appoint for the purpose; and the Director and the Company Secretary or other person aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence. The Board shall provide for the safe custody of the Seal.

57 MANAGEMENT OUTSIDE INDIA AND OTHER MATTERS

- 57.1 Subject to the provisions of the Act the following shall have effect:
- 57.1.1 The Board may from time to time provide for the management of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit and the provisions contained in the four next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.
- 57.1.2 Subject to the provisions of the Act, the Board may at any time establish any local Directorate for managing any of the Delegation, affairs of the Company outside India, and may appoint any person to be member of any such local Directorate or any manager or agents and may fix their remuneration and, save as provided in the Act, the Board may at any time delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board and 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 annual or vary any such delegations.

- 57.1.3 The Board may, at any time and from time to time by power of attorney under Seal, appoint any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions not exceeding those which may be delegated by the Board under the Act and for such period and subject to such conditions as the Board may, from time to time, thinks fit, and such appointments may, if the Board thinks fit, be made in favour of the members or any of members of any local Directorate established as aforesaid, or in favour of the Company or of the members, Directors, nominees or officers of the Company or firm or in favour of any persons whether nominated directly or indirectly by the Board, and any such Power of Attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board thinks fit.
- 57.1.4 Any such delegate or Attorney as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- 57.1.5 The Company may exercise the power conferred by the Act with regard to having an official Seal for use abroad, and such powers shall be vested in the Board, and the Company may cause to be kept in any state or country outside India, as may be permitted by the Act, a Foreign Register of Member or Debenture holders residents in any such state or country and the Board may, from time to time make such regulations not being inconsistent with the provisions of the Act, and the Board may, from time to time make such provisions as it may think fit relating thereto and may comply with the requirements of the local law and shall in any case comply with the provisions of the Act.

58 DIVIDENDS AND RESERVE

58.1 *Division of profits*

The profits of the Company, subject to any special rights as to dividends or authorized 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.

58.2 *The Company in general meeting may declare a Dividend*

The Company in general meeting may declare dividends to be paid to Members according to their respective rights, but no Dividend shall exceed the amount recommended by the Board; the Company in General Meeting may, however declare a smaller Dividend. No Dividend shall bear interest against the Company.

58.3 *Dividend only to be paid out of profits*

The Dividend can be declared and paid only out of the following profits-

- 58.3.1 Profits of the financial year, after providing depreciation as stated in Section 123(2) read with Schedule II and Applicable Laws.
- 58.3.2 Accumulated profits of the earlier years, after providing for depreciation u/s 123(2) read with Schedule II and Applicable Laws.
- 58.3.3 Out of money provided by Central or State Government for payment of Dividend in pursuance of a guarantee given by the Government.
- 58.3.4 If the Company has incurred any loss in any previous financial year or years, the amount of the loss or any 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 provisions of Section 123(2) of the Act or Applicable Law, or against both.

58.4 *Transfer to reserve*

58.4.1 The Board may, before recommending any Dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

58.4.2 Such reserve, being free reserve, may also be used to declare dividends in the event the Company has inadequate or absence of profits in any financial year, in accordance to Section 123 of the Act and Applicable Law made in that behalf. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

58.5 *Interim Dividend*

Subject to the provisions of Section 123 of the Act and Applicable Law, the Board may from time to time pay to the Members such interim dividends as appear to it to be justified by the profits of the Company.

58.6 *Calls in advance not to carry rights to participate in profits*

Where Capital is paid in advance of calls such Capital may carry interest; but shall not in respect thereof confer a right to Dividend or participate in profits.

58.7 *Payment of pro rata Dividend*

All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the Dividend is paid; but if any Share is issued on terms providing that it shall rank for Dividend as from a particular date such Share shall rank for Dividend accordingly.

58.8 *Deduction of money owed to the Company*

The Board may deduct from any Dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

58.9 *Rights to Dividend where shares transferred*

A transfer of Share shall not pass the right to any Dividend declared thereon before the registration of the transfer.

58.10 *Dividend to be kept in abeyance*

The Board may retain the dividends payable in relation to such Shares in respect of which any person is entitled to become a Member by virtue of transmission or transfer of Shares and in accordance sub- Section (5) of Section 123 of the Act or Applicable Law. The Board may also retain dividends on which Company has lien and may apply the same towards satisfaction of debts, liabilities or engagements in respect of which lien exists.

58.11 *Notice of Dividend*

Notice of any Dividend that may have been declared shall be given to the persons entitled to Share therein in the manner mentioned in the Act.

58.12 Manner of paying Dividend

58.12.1 Any Dividend, interest or other monies payable in cash in respect of shares may be paid by any Electronic Mode to the shareholder entitled to the payment of the Dividend, or by way of cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

58.12.2 Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or Warrant or pay-slip or receipt lost in transmission, or for any Dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay-slip or receipt or the fraudulent recovery of the Dividend by any other means.

58.13 Receipts for Dividends

Any one of two or more joint holders of a Share may give effective receipts for any dividends, bonuses or other monies payable in respect of such Share.

58.14 Non-forfeiture of unclaimed Dividend

No unclaimed Dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with the provision of the Act and Applicable Law in respect of all unclaimed or unpaid dividends.

59 ACCOUNTS**59.1 Directors to keep true accounts**

59.1.1 The Company shall keep at the registered office or at such other place in India as the Board thinks fit, proper books of account and other relevant books and papers and financial statement for every financial year in accordance with Section 128 of the Act.

59.1.2 Where the Board decides to keep all or any of the Books of Account at any place in India other than the registered 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.

59.1.3 The Company shall preserve in good order the books of account relating to the period of not less than eight years preceding the current year together with the vouchers relevant to any entry in such Books of Account.

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

59.1.5 The books of account shall give a true and fair view of the state of affairs of the Company or branch office, as the case may be, and explain its transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting. The Books of Account and other books and papers shall be open to inspection by any Directors during business hours.

59.2 Preparation of revised financial statements or Boards' Report

Subject to the provisions of Section 131 of the Act and the Applicable Law made thereunder, the Board may require the preparation of revised financial statement of the Company or a revised Boards' Report in respect of any of the three preceding financial years, if it appears to them that (a) the financial statement of the Company or (b) the report of the Board do not comply with the provisions of Section 129 or Section 134 of the Act.

60 PLACES OF KEEPING ACCOUNTS

60.1 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being Directors.

60.2 No member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

61 AUDIT

61.1 *Auditors to be appointed*

Statutory Auditors and Cost Auditors, if any, shall be appointed and their rights and duties regulated in accordance with Sections 139 to 148 of the Act and Applicable Laws. Where applicable, a Secretarial Auditor shall be appointed by the Board and their rights and duties regulated in accordance with Sections 204 of the Act and Applicable Laws.

61.2 *First Auditor / Statutory Auditors*

61.2.1 First Auditor of the Company shall be appointed by the Board within thirty days of registration of the Company and the Auditor or Auditors so appointed shall hold office until the conclusion of the First Annual General Meeting.

61.2.2 Subject to the provisions of Section 139 of the Act and Applicable Laws made thereunder, the Statutory Auditors of the Company shall be appointed for a period of five consecutive years, subject to ratification by members at every annual general meeting. Provided that the Company may, at a General Meeting, remove any such Auditor or all of such Auditors and appoint in his or their place any other person or persons as may be recommended by the Board, in accordance with Section 140 of the Act or Applicable Laws.

61.3 *Remuneration of Auditors*

The remuneration of the Auditors shall be fixed by the Company in Annual general meeting or in such manner as the Company in general meeting may determine.

DOCUMENTS AND NOTICES

62.1 *Service of documents and notice*

62.1.1 A document or notice may be served or given by the Company on any member either personally or 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 or by way of any electronic transmission, as prescribed in Section 20 of the Act and Applicable Law made thereunder.

62.1.2 Where a document or notice is sent by post, services of the document or notice shall be deemed to be effected by properly addressing, prepaying 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 the doing so, service of the documents 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 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.

62.2 *Newspaper advertisement of notice to be deemed duly serviced*

A document or notice advertised in a newspaper circulating in the neighbourhood of the registered office of the Company 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 an address within India for serving of documents on or the sending of notices to him.

62.3 *Notice to whom served in case of joint shareholders*

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

62.4 *Notice to be served to representative*

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 post in a prepaid letter addressed to him or 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 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.

62.5 *Service of notice of General Meetings*

Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore on or to (a) every member of the Company, legal representative of any deceased member or the assignee of an insolvent member, (b) every Director of the Company and (c) the Auditor(s) for the time being of the Company.

62.6 *Members bound by notice*

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 shares, 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 shares.

62.7 *Documents or notice to be signed*

Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorised by the Board of Directors for such purpose and the signatures thereto may be written, printed or lithographed.

62.8 Notice to be served by post or other electronic means

All documents or notices to be served or given by members on or to the Company or any office thereof shall be served or given by sending it to the Company or officer at the office by post under a certificate of posting or by registered post, or by leaving it at the office or by such other electronic means as prescribed in Section 20 of the Act and the Applicable Law made thereunder.

62.9 Admissibility of micro films, computer prints and documents to be treated as documents and evidence

62.9.1 Any information in the form of a micro film of a document or image or a facsimile copy or any statement in a document included in a printed material produced by a computer shall be deemed to be a document and shall be admissible in any proceedings without further production of original, provided the conditions referred in Section 397 are complied with.

62.9.2 All provisions of the Information Technology Act, 2000 relating to the electronic records, including the manner and format in which the electronic records shall be filed, in so far as they are consistent with the Act, shall apply to the records in electronic form under Section 398 of the Act.

63 WINDING UP

Subject to the provisions of Chapter XX of the Act and Applicable Law made thereunder -

63.1 If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, 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.

63.2 For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

63.3 The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

64 BONAFIDE EXERCISE OF MEMBERSHIP RIGHTS

Every Member and other Security holder will use rights of such Member/ security holder as conferred by Applicable Law or these Articles bonafide, in best interest of the Company or for protection of any of the proprietary interest of such Member/security holder, and not for extraneous, vexatious or frivolous purposes. The Board shall have the right to take appropriate measures, and in case of persistent abuse of powers, expulsion of such Member or other Security holder, in case any Member/Security holder abusively makes use of any powers for extraneous, vexatious or frivolous purposes.

65 INDEMNITY

For the purpose of this Article, the following expressions shall have the meanings respectively assigned below:

65.1 "Claims" means all claims for fine, penalty, amount paid in a proceeding for

compounding or immunity proceeding, actions, prosecutions, and proceedings, whether civil, criminal or regulatory;

- 65.2 "Indemnified Person" shall mean any Director, officer or employee of the Company, as determined by the Board, who in bonafide pursuit of duties or functions or of honest and reasonable discharge any functions as a Director, officer or employees, has or suffers any Claims or Losses, or against whom any Claims or Losses are claimed or threatened;
- 65.3 "Losses" means any losses, damages, cost and expense, penalties, liabilities, compensation or other awards, or any settlement thereof, or the monetary equivalent of a non-monetary suffering, arising in connection with any Claim.

66 INDEMNIFICATION

- 66.1 Where Board determines that any Director, officer or employee of the Company should be an Indemnified Person herein, the Company shall, to the fullest extent and without prejudice to any other indemnity to which the Indemnified Person may otherwise be entitled, protect, indemnify and hold the Indemnified Person harmless in respect of all Claims and Losses, arising out of, or in connection with, the actual or purported exercise of, or failure to exercise, any of the Indemnified Person's powers, duties or responsibilities as a Director or officer of the Company or of any of its subsidiaries, together with all reasonable costs and expenses (including legal and professional fees).
- 66.2 The Company shall further indemnify the Indemnified Person and hold him harmless on an 'as incurred' basis against all legal and other costs, charges and expenses reasonably incurred in defending Claims including, without limitation, Claims brought by, or at the request of, the Company and any investigation into the affairs of the Company by any judicial, governmental, regulatory or other body.
- 66.3 The Indemnity herein shall be deemed not to provide for, or entitle the Indemnified Person to, any indemnification against:
- 66.3.1 Any liability incurred by the Indemnified Person to the Company due to breach of trust, breach of any statutory or contractual duty, fraud or personal offence of the Indemnified Person;
- 66.3.2 Any liability arising due to any benefit wrongly availed by the Indemnified Person;
- 66.3.3 Any liability on account of any wrongful information or misrepresentation done by the Indemnified Person
- 66.3.4 The Indemnified Person shall continue to be indemnified under the terms of the indemnities in this Deed notwithstanding that he may have ceased to be a Director or officer of the Company or of any of its subsidiaries.

67 SECRECY

- 67.1 Every manager, Auditor, 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 Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of 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 to do so by the Directors or by any general meeting or by the law of the country and except so far as maybe necessary in order to comply with any of the provisions in these presents and the provisions of the Act.

- 67.2 Subject to the provisions of these Articles and the Act no member, or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or to examine the Company's premises or properties 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 or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be expedient in the interest of the Company to communicate.

68 GENERAL POWER

Wherever in the Act, it has been provided that the Company shall have right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorised by its articles, then and in that case this regulation hereto authorises and empowers the Company to have such rights, privilege or authority and to carry such transactions as have been permitted by the Act, without there being any specific regulation in that behalf herein provided.

We have several persons, whose names and addresses are subscribed below, are desirous of being formed into a Company in accordance with this Articles of Association and we respectively agree to take the number of Shares, in the Capital of the Company set opposite to our respective names.

Names, Addresses, Description & Occupation of Subscribers	Number of Equity Shares taken by each Subscriber	Signature of the Member Subscriber	Names, Addresses Description & Occupations of witnesses
1. RAMESH KUMAR VIJAY S/o. Sri Ramswaroop Gandhi 8/12 Brijdham Housing Complex, 255 Canal Street Calcutta 700 048 (Chartered Accountant)	10 (Ten)	Sd/-	<p>Witness to all Signatories : Sd/- DINDAYAL GUPTA S/o. Sri O. M. Gupta 3/17B, Rajendra Prasad Colony Calcutta-700 033 (Service)</p>
2. RAJ KUMAR VIJAY S/o. Sri R. S. Gandhi 8/12, 255, Canal Street Calcutta-700 048 (Company Executive)	10 (Ten)	Sd/-	
3. RAKSHITA VIJAY W/o. Sri Ramesh Kumar Vijay 8/12, 255, Canal Street, Calcutta-700 048 (Company Executive)	10 (Ten)	Sd/-	
4. SANJEEV KUMAR SHARMA S/o. Sri H. R. Sharma 1/1, Jagmohan Mullick Lane Calcutta-700 007 (Service)	10 (Ten)	Sd/-	
5. ASHOK KUMAR TIBREWALA S/o. Sri Ramswarup Tibrewala 4/27, 255, Canal Street Calcutta-700 0048 (Chartered Accountant)	10 (Ten)	Sd/-	
6. RAMSWAROOP GANDHI S/o. Sri V. D. GANDHI 8/12, 255, Canal Street Calcutta-700 0048 (Business)	10 (Ten)	Sd/-	
7. SHYAM SUNDAR GUPTA S/o. Sri Ghashiram Gupta 27, Deshpran Sasmal Road Calcutta-700 0033 (Business)	10 (Ten)	Sd/-	
Total :	70 (Seventy)		

Calcutta, Dated 28th day of July, 1994