
MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

SUNDARAM MULTI PAP LIMITED



फारम नं० आई० आर०
Form I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता०.....का सं०.....
No. 11-86337 of 19 95

मैं एतद्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह
कम्पनी पारसीमित है।

I hereby certify that SUNDARAM MULTI-PAP LIMITED

Is this day incorporated under the Companies Act, 1956 (No. 1 of 1956)
and that the Company is limited.

मेरे हस्ताक्षर से आज ता०.....को दिया गया।

Given under my hand at BOMBAY this THIRTEENTH...

day of MARCH One thousand nine hundred and NINETEEN



(G. SRINIVASAN)

कम्पनियों का रजिस्ट्रार

Registrar of Companies
Maharashtra

No. 11-86337



कारबार प्रारम्भ करने के लिए प्रमाण-पत्र
Certificate for Commencement of Business
कम्पनी अधिनियम, 1956 की धारा 149(3) के अनुसार
Pursuant of Section 149(3) of the Companies Act, 1956

मैं एतद्वारा प्रमाणित करता हूँ कि

यह कम्पनी अधिनियम, 1956 के अधीन तारीख को निम्नलिखित की गई
की और जिसने आज विहित प्रमाण से स्थापित घोषणा प्राप्त कर दी है कि
उक्त अधिनियम की धारा 149(1) (क) से लेकर (ग) तक/149(2) (क) से लेकर (ग)
तक की शर्तों का अनुपालन किया गया है, कारबार प्रारम्भ करने की हस्ताक्षर है।
I hereby certify that the **SUNDARAM MULTI-PAP LIMITED**

which was incorporated under the Companies Act, 1956, on the **THIRTEENTH**
day of **MARCH**, 1995, and which has this day filed a duly verified declaration
in this prescribed form that the conditions of Section 149(1)(a) to (d)/149(2)(a) to (c)
of the said Act, have been complied with is entitled to commence business.

मेरे हस्ताक्षर से यह तारीख को
में दिया गया।
Given under my hand at **BOMBAY**
this **TENTH** day of **APRIL**, 1995 and thousand nine hundred
and **NINETYFIVE**

(G. SRINIVASAN)

कम्पनियों का रजिस्ट्रार
Registrar of Companies

ज.स. ८०

प्र. 138-235 वि. 88-माहपत्र-71-14-7-88-5,000.
MC 138-235 Civil/88-88-माहपत्र-71-14-7-88-5,000.



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)
उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L21098MH1995PLC086337

नैसर्ग SUNDARAM MULTI PAP LIMITED

कै अंशधारकों ने दिनांक 31/12/2007 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-शासन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-शासन के साथ, आज पंजीकृत कर ली गई है।

मेरे हस्ताक्षर द्वारा मुंबई में यह प्रमाण-पत्र, आज दिनांक आठ जनवरी दो हजार आठ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956
Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

Corporate Identity Number : L21098MH1995PLC086337

The share holders of M/s SUNDARAM MULTI PAP LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 31/12/2007 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given and signed at Mumbai this Eighth day of January Two Thousand Eight.



(PRAKASH ATMARAM SAPLE)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

महाराष्ट्र, मुंबई
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय जविलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:
SUNDARAM MULTI PAP LIMITED
903, Dev Plaza, S.V. Road., Opp. Andheri Fire Station, Andheri (W).
Mumbai - 400058,
Maharashtra, INDIA



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: L21098MH1995PLC086337

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The shareholders of M/s SUNDARAM MULTI PAP LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 27-09-2018 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this Twenty fifth day of October Two thousand eighteen.



Rakesh Kumar Tiwari

Registrar of Companies

RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

SUNDARAM MULTI PAP LIMITED

5/6 PAPA INDUSTRIAL ESTATE, SUREN ROAD, ANDHERI (EAST),
MUMBAI, Maharashtra, India, 400093



THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

SUNDARAM MULTI-PAP LIMITED

- I. The name of the Company is SUNDARAM MULTI-PAP LIMITED.
- II. The Registered Office will be situated at in the State of Maharashtra.
- III. The objects for which the company is established are:
 - (A) MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION.
 1. To carry on business of Export, Import, Manufacture, Sales and Purchase of Notebook, Account Book and Register, Paper Stationary such as Voucher, Pad, Receipt Book, Dairies, Files, Envelope, Cards etc., Writing and drawing instrument and Materials, Continuous Computer Stationary and Packing Material.
 2. To carry on the business of Export, Import, Manufacturer, Sale and Purchase of Pulp, Paper, Straw Board, Binding Material, Printed Material, All kind of article made from paper or pulp, materials used in the process.
 - # 3. To carry on business of Export, Import, Manufacture, Sales and Purchase of All kind of article made from paper or pulp, materials used in the process, all kinds and classes of Paper, Board and Pulp, including writing paper, printing paper, absorbent paper, newsprint paper, wrapping paper, tissue paper, cover paper, blotting paper, filter paper, antique paper, ivory finish paper, coated paper, art paper, bank or bond paper, badami, brown or buff paper, bible paper, cartridge paper, cloth-lined paper, azure-laid and wove paper, cream-laid and wove paper, grease-proof paper, gummed paper, hand-made paper, parchment paper, drawing paper, kraft paper, manila paper, envelope paper, tracing paper, vellum paper, water proof paper, carbon paper, sensitized paper, chemically treated paper, litmus paper, photographic paper, glass paper, emery paper, paste board, cardboard, straw board, pulp board, leather board, mill board, corrugated board, duplex and triple-boards, hard-board, ply-wood-board, postcards, visiting cards, etc., soda pulp, mechanical pulp, sulphite pulp, Semi-chemical pulp etc., and all kinds of articles in the manufacture of which in any form paper, board or pulp is used, and also to deal in or manufacture any other articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.
 - # 4. To manufacture and deal in all materials and substances used in the manufacture, production or treatment of paper, board, pulp and other substances, articles and things the manufacture of which the Company is authorized to undertake and to turn to account, render marketable and deal in any of the by-products of the manufacturing processes which the Company may undertake.

- # 5. To buy, sell, import, export, process, cut, coat, chemically or otherwise treat and to work out for special purposes all kinds of pulps, papers and boards and also deal in and manufacture any other article connected with the foregoing.
- # 6. To carry on the business in India or abroad to set up, establish, promote, encourage, provide, maintain, organize, franchise, undertake, manage, equip, develop, operate, conduct academic and non-academic education either on its own or in joint venture with other universities, academies, educational institutions, centres, schools, collages, institutes for the purpose of Imparting, spreading and promoting knowledge, learning, training, development and education through schools, collages, coaching classes, teaching classes, institutions, counselling, consulting, mentoring, guiding and to conduct tutorials, tuition classes, teaching classes for various exams and courses and to establish play school, pre-primary, secondary, under graduation, post-graduation, doctoral degree courses in all fields and/or faculties and to publish, supply education literature, learning materials in print, audio/visual, multimedia bases content, any digital or electronic media based content, any digital or electronic media or any other form and to provide necessary infrastructure support and facilities as also effective and appropriate solutions, by any means by itself or through its affiliates and/or other independent entities whether in India or abroad to students, corporates, entrepreneurs, investors and other persons and entities.
- # 7. To carry on the business as manufacturer, trader, dealers, supplier, exporter, importer, retailer, whole seller, agent, distributor of stationery items to be used by educational institute or offices like pen, pencils, marker pens, highlighters, whiteners, colours, erasers, diaries, calendars, visiting cards, flash cards, educational charts, notebooks, printed notebooks, textbooks, drawing books, graph books, white board, black board, green board, dusters, chalks, projectors, compact disk, pen drives and all similar items used and required in the office or by students and schools to facilitate students which also includes school uniforms, shoes, school bags, water purifier, school furniture, chairs, tables and other sitting arrangements made of any type of materials like wood, plastic, eco-friendly polymer also known as eco-friendly polymer desk or eco-friendly polymer baithak vyavstha (EPSA-Desk), Dual Desk and such other materials which are child friendly, play area toys, sports equipment and other requisites as may be required by schools and educational institutions from time to time whether independently or through Joint Venture or by way of any agreement or tender or otherwise.
- # 8. To carry on in India or elsewhere the business to manufacture, design, develop, buy, sell, import, export or otherwise to deal in design, develop, market, and support processor, display, sensors and input devices, hardware & software that delivers electronic education and training applications includes courseware tutorials and test and assessment tools for teaching subjects, Digital Strategies, where the company focuses on state-of-the-art digital education tools developed on cutting edge Augmented Reality (AR) based solutions, developing an extensive suite of educational/Training aids developed on Augmented Reality, Digital Marketing, where the company assists corporates leverage on the latest analytical tools and focused marketing strategies to target clusters.

- # 9. To carry on educational institution like school, college, coaching classes and to carry on courses in all subjects or branches of engineering, science medical, commerce, industrial, commercial, arts, management and any other faculty of education ad to run Management and Computer training institutions, convene, promote, conduct and organize lectures, meetings, workshops, seminars, conferences, exhibitions, forums, symposia, training camps, travel shows, lectures and slide shows and Demonstrations.
- # 10. To carry on all types of businesses or activities relating/supporting to Stationery Business, Paper Business, Education Business, Publication Business, including but not limited to Purchase, Sell, Import, Export, Advertise, Promote, Develop, Organize, supervise, co-ordinate, control, support, encourage, Acquire any Software, Hardware, Tools, Technologies, Machineries, Equipment, Intellectual Property Rights in relation to the business of the Company.
- #11. To prepare, print and publish and/or cause preparation, printing and publishing of papers, periodicals, magazines, books, journals and other publications and to compile, disseminate and publish data and information and to purchase/sell copyrights, trademarks, books, pamphlets, articles, magazines in relation to subjects relating to the objects of the Company.
- # 12. To carry on in India or abroad the business of exporters, importers, distributors, merchants, traders, stockiest and for that purpose buy, sell, distribute or otherwise deal in commodities, goods, articles, materials and things of every descriptions and kind such as computers its parts and peripherals, laboratory equipment, cosmetics and toiletries, beverages all types of petroleum products, chemical of all types and mixtures, cigarettes, electronics and electrical goods, plastic products, toys, fertilizers, foods (canned or otherwise), glasses, liquor, iron steel, machineries and equipment, building construction materials, papers, boards, pulp products, photographic films and paper, pvc and resins, rubber goods, cement, engineering and scientific equipment, oil of all kinds, motor cars and other vehicles and accessories, coal, timber, cotton, wool, jute, yarn, grey cloth, seeds, grains, rice, wheat, fruits, dry-fruits, vegetables, tea, coffee, sugar, gum, tobacco, spice, silk, art, oil cakes, paints, varnishes, dies matches, cutlery, jewelry, diamond, precious metals, groceries of all types of household articles, and appliances, medicines, live-stocks, hider, skin leather and goods made therefrom, hosiery, textiles of all kinds and all goods, products, readymade garments and other materials and substance of all types and varieties and their products.

(Inserted vide special resolution dated September 27, 2018.)

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO' THE ATTAINMENTS OF THE MAIN OBJECTS:

- 13. To purchase, import, deal in wholesale and retail supply, or printing and paper machinery, which required for the fulfillment of the main objects of the Company.
- 14. To negotiate loans, to draw, accept, endorse, discount, buy, sell and deal in bills of exchange, promissory notes, bonds, debentures, coupons and other negotiable instruments and securities.

15. To advance moneys or give credit to such person, firms or companies with or without security or wholly or partly secured and on such terms as may seem expedient and in particular to customers of and others having dealings with the company and to give guarantees or become surety for any such persons, firm or Company, for the purpose of the Company's business.
16. To borrow or raise money for the purpose of financing the business or trade of the Company, in such manner as the Company shall think fit and in particular by the debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money so borrowed, raised or owing by mortgage hypothecation, charge or lien upon the whole or any part of the Company's property or assets whether (present or future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake in connection with its business.
17. To draw, make accept, endorse, discount, execute and issue cheques promissory note, bills of exchange, bills of lading, warrants, debentures and other negotiable or non-transferable instruments in connection with the company's business.
18. To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the business which this company is authorized to carry on and as part of consideration for such acquisition to undertake all or any of the liabilities' of such person, firm or company or to acquire an interest in and amalgamate for sharing profits or co-operation or for limiting competition for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any share, debenture stocks or securities so received.
19. To enter into any arrangement with any Government or authority (Central, State, supreme, municipal local or otherwise) or any company, firm or person that may seem conducive to the attainment of the company's objects and 'cc obtains from any such government, authority, company, firm or person any charter contracts, decrees, rights, privileges, licences orders and concessions which the company may think desirable and to carry out exercise and comply with any such charters, contracts, decrees, rights, privileges, licences, orders and concessions which the company may think desirable.
20. To subscribe, to purchase or otherwise acquire and hold" shares or other interests in or securities of any other company having objects altogether or in part similar to those of this company.
21. To act as agents or brokers or trustees for any person, firm or company carrying on business in whole or in part similar to those of the company and to undertake perform subcontracts and also to act in any of the business of the company through or by means of agents, brokers, subcontractors or others.

22. To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking or any of the liabilities of this company or enhance the value of any property or business of this company and to guarantee, underwrite, subscribe for or otherwise acquire all or any of the shares, securities of any company as aforesaid or to amalgamate with absorb or have community of interest with any such other company and to acquire and secure membership seat or privilege in and of any association, exchange, market or institution in India or any part of the world.
23. To alter, manage, develop, exchange, lease, mortgage, underlet, sell or otherwise disposes of the whole or in portions, for such consideration as the company thinks fit and in particular for shares debenture stock or securities of any company.
24. To establish agencies outside India or to open depots for carrying out the objects of the company as may be deemed expedient or conducive to the interest of the company.
25. To apply for, obtain or acquire, industrial and any other licences and to enter into agreement with any body corporate, partnership, persons or joint ventures for obtaining grant, licence, industrial information, knowhow, expert guidance, collaboration in setting up and operation of the undertaking or undertakings of the company and arrange facilities for training of any of the employees of the company.
26. To apply for and take out, purchase or otherwise acquire any patent, goodwill, trade name, patent rights or inventions, copy right or secret process which may be useful for the company's object and to grant licences to use the same.
27. To apply for, tender, purchase or otherwise acquire any contracts, subcontracts, licences and concessions for all in relation to the objects or business herein mentioned or any of them and to undertake execute, carry out, dispose of or otherwise turn to account the same.
28. To amalgamate, enter into foreign or Indian, technical, and/or financial collaboration, partnership or into any arrangement, for sharing of profits, union of interest, co-operation, joint-venture, reciprocal concession or otherwise with any person, firm, corporation or Government or Company carrying on engaged in or about to carry on or engage in business; undertaking or transaction which the Company is authorized to carry on or engaged in or any business, undertaking or transaction or otherwise assign any such person, firm or company and to take or otherwise acquire and hold shares or securities of any such persons, firms or companies, to sell, hold re-issue with or without guarantee or otherwise deal with the same, otherwise acquire and hold shares or securities of any such persons, firms or companies, to sell, hold, reissue with or without guarantee or otherwise deal with the same.
29. To place, to reserve or to distribute as bonus shares respect of moneys arising from the sale by the company of forfeited shares in conformity with the provisions of the Companies Act, 1956.
30. To promote, form and to be interested in and take, hold and dispose of shares in any other company having objects similar, altogether or in

part to those of this Company or and to subsidies or assist any such company financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue of shares, stocks, debenture-stock/ or other securities of such company and to transfer to any such company any property of this Company and to take or otherwise acquire hold and dispose of shares, debentures and other securities in or of any such company.

31. To invest and deal with the moneys of the Company not immediately required in immovable properties, shares, stocks, bonds, debentures, obligations or other securities of any company or association or in Government Securities or in current or deposit account with banks or on the mortgage of immovable properties of any tenure or on the pledge of movable property or in any other manner as may from time to time be determined by the Directors of the Company for the time being and from time to time, sell or vary all such investments and execute all assignments, transfers, receipts, and documents that may be necessary in the behalf.
32. To advance and /or lend money, either with or without security and generally to such persons, firm, associations, trusts, corporations, companies, upon such terms and conditions, as the Company may think fit.
33. To open accounts with any bank and to deposit moneys therein and to draw and endorse cheques on and to withdraw moneys from such accounts and operate upon same (whether overdraft or not) as may be required for any of the objects of purposes of the Company.
34. To insure any of the persons, properties, undertakings, contracts guarantee or obligations or profits of the Company of every nature and kind in any manner whatsoever.
35. To refer any dispute, claim or demand by or against the Company to arbitration and observe and perform the awards.
36. To establish, provide, maintain and conduct or otherwise subsidies research laboratories and experimental stations, work-shops for scientific and technical researches, experiments and tests or all kinds and to promote studies and research both scientific and technical investigations and invention by providing, subsidizing, endowing or assisting laboratories, workshops, libraries, training colleges, schools and other institutions for training, lectures, meetings and conferences and by providing the remuneration of scientific or technical, professors or teachers and by providing for the award of exhibitions, scholarships, prizes and grants.
37. To be interested in promote and undertake the formation and establishment of such institutions, associations, chamber of commerce, or other bodies, business, industrial trading or manufacturing within the objects of the Company.
38. To undertake and execute and trust the undertaking whereof may seem desirable either gratuitously or otherwise, and/or to make donations to any persons, company or association and subscribe or guarantee moneys for any national, international, charitable benevolent, educational, public, object, activity, exhibition, or trade fare which may be conducive to the objects of the Company or in. the interest of its

members or for the welfare of the staff and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist and business which the Company is authorized to carry on.

39. To undertake or participate in the formation, management, supervision or control of the business operations of any other Company other, firm or person, having similar objects.
40. To donate or gift, in cash or kind, for any national, charitable, benevolent, public or useful purposes or to any institution, club, society, research association, fund, university college or any other person or body.
41. To adopt such means of making known and advertising the business of the Company as may seem expedient.
42. To pay out of the funds of the Company all the cost, charges and expenses of and Incidental to the promotion, formation, registration and establishment of the Company or any other company promoted by the Company or any Company in which the company is or may contemplated being interested.

(C) OTHER OBJECTS:

43. To carry/on the business of Tour, Travel, Transport by sea, land, air, rail, Ship owners and Charterds, Warfingers, Warehouses.
44. To carry on the business of prospecting, exploring, opened and, working mines, drill and sink shafty or well and to pump, refine, raise, dig and quarry for oil petroleum, gold, silver, diamonds, precious stones coal, earth limestone, iron, aluminium, titanium, vanadium, mica, apalite, chrome, copper, gypsum, lead, manganese, molybdenum, nickel, platinum, uranium, ruthenium, sulfur, tin zinc, zircon, bauxite, tungsten and other ores and minerals.
45. To carry on of the business of manufacturers of and dealers in all types of rubber leather, plastic, latex, solaced, bakelite and similar goods and their accessories and fittings, including tyers, tubes, rolls, rollers, moulded industrial and consumer goods and packaging items.
46. To Sale, Purchase, Export, Import and Manufacturing of Building material such as brick, sand, stone, marble, granite, kadappa, cement block, iron, grill, cement, tiles, mosaic tiles, sanitary system & fittings Electrical Goods.
47. To purchase manufacture, construct, erect fabricate, build, press, stamp, draw, spin, furnish, equip, utilise, procure, refine, use lease, mortgage, pledge, sell, assign, transfer, or otherwise dispose of, trade, deal in and all kind of metals or precious or semiprecious metals and source materials, ingredient, mixtures, derivatives, and compounds, thereof, and .any and all kinds of products of which any of the forgoing is use including but not limited to mechanical and electrical machinery, apparatus, equipment, implements, devices, fixtures, supplies and accessories and casting and forgings.
48. To engage in the business of engineering, constructing and construction, including the design, manufacture, construction, erection, alteration,

repair and installation of plants, buildings, structures, ways, works, systems and mechanical and electronic machinery equipment apparatus and devices.

49. To carry on the business of manufactures, exporters and importers, commission agents tradesmen and, dealers in dyes, dyes intermediates dyestuffs, chemicals of all, types including agricultural, laboratory, photographic, pharmaceutical, and industrial chemicals, oils, tannings and tanning extracts, paint and paint raw 'materials, solvents, perfumes, acids, alkalies, plastic materials of all kinds 'including polythene and polyvinylchloride (P.V.C.) and its allied products and substance whether manufactured or not.
50. To carry on the business of chemical, mineral and mining engineers, analysts and analysers of metal, minerals, finished products and consultants, and prospectors and drawers.
51. To refine, treat and render merchantable and fit for use natural deposits of salt, brine, natron, soda, kiesulguhr nitrates and other chemical substance of all kinds obtained as aforesaid and to manufacture therefrom by any electrolytic metallurgic or other forms of plants or process of every kind of chemical and other products and by-products.
52. To carry on all kinds of agency business and as buying and selling agents of all articles, things, commodities and products.
53. To carry on the business of manufactures and declarers in all kinds of apparatus, bottles, containers, caps, stoppers, jars, brushes, boxes and cases, wholly of card wood, metal, plastic or other substances, tins, cartons, compact of the Company.
54. To manufacture, import, export, buy, sell, distribute or otherwise deal in all types of ferrous on-ferrous ores, metals, metal alloys, amalgams in any form or shapes.
55. To acquire any agency rights, distributorship, for goods of any nature, i.e. capital or consumer or otherwise.
56. To buy, sell, manufacture, repair, convert, alter, let on hire and deal in metals, machinery implements, rolling stock and hardware of all kind.
57. To carry on business as manufacturers of and dealers in, or as stockists, imports and exporters of packing materials, containers, boxes, and cases made of paper, boards, wood glass, plastic, pulp, cellulose films, polyethylene, rubber, tube metals, metal foils, gelatin, tin, flexible, treated, laminate on other material.
58. To invest in or subscribe or purchase or otherwise acquire in India or aboard shares, stocks, debentures securities or other interests in any other Company, movable or immovable property of any kind, to make payments thereon in advance of calls and the same to hold, sell, exchange, underwrite or otherwise dispose of or deal with the same from time to as may seem expedient or to otherwise invest the money of the Company.
59. To purchase, manufacture produce, refine, mine or otherwise acquire, invest in own hold, use, lease, mortgage, pledge, sell, assign transfer or

otherwise dispose or, trade, deal in the deal with any kinds of chemicals and sources materials, ingredients, mixtures, derivatives, and compounds thereof, and any and all kinds of products of which any of the foregoing is used, including but not limited to medicines, pharmaceuticals, fertilizers and industrial chemicals of all kinds.

- 60. To carry on the business of generation and distribution of power through wind, water, gas, coal, solar and any other natural resources.
- 61. To cultivate, grow, run, deal, produce agricultural products, agro base industry, farmhouse, horticulture, dairy or dairy products.
- **62. To carry on the business activities of sale, purchase and development of land, colonies, sheds, buildings, structures, residential plots, commercial plots, industrial plots and sheds, roads, bridges, channels, culverts and to act as architect, designers, contractors, subcontractors, for all types of constructions and developments work for private sector, government departments, semi government departments and to develop the sites and plots and to carry on the business activities of acquirer, purchaser, lease, exchange, hire or otherwise all types of land and properties of any tenure or any interest in the same or to erect and construct houses, building, multi-stories, or work for every descriptions on any land of the company or upon other land or property and to pull down re-build, enlarge, alter, and improve, existing houses, buildings, or work thereon and to purchasing and selling of houses and plots free hold or other house property, building, or lands or interest, household articles and other products of other companies in the installments, network scheme or otherwise and to act as commission agent and to offer various types of incentives, schemes from time to time either directly or in collaboration with any other individuals, firms, bodies corporate in India or elsewhere and to educate people for side work, entertainment and side work, personality development.

** (Substituted vide Special Resolution dated 31st December 2007.)

- 63. To carry on and undertake the business as an investment Company, to buy, sell, trade, apply for Shares and Securities, portfolio investments in equity shares, preference shares, convertible preference shares, stocks, debentures (convertible and non-convertible). Company Deposits, and Government Securities bonds and units; to provide finance against security share, debenture, gold, real estate, housing, to underwrite the shares and securities, to provide guarantee or letter of credit and bill discounting, to deal as a merchant banker or Registrar to the issue, leasing and hire purchase, share broker, adviser to the issue, project consultancy and analysis, credit rating and data analysis.
- 64. To carry on and undertake any business transaction or V.J operation commonly carried on or undertaken by persons dealing international trade or to provide man power, know-how, consultancy, project co-coordinator for any international trade.
- 65. To carry on business of Sale, Purchase, Manufacture, Export, Import of Electronic Goods, Communication System and Component, Computer System, Components, Peripherals and office appliances.
- 66. To manufacture, purchase, sell, import, export, supply, exchange, distribute, redistribute, process, pack and store Insecticides, Pesticides,

Seeds, Fertilizers, Manure and such other and allied articles as are generally used for the purpose of farming.

67. To manufacture, purchase, sale, import, export, supply, exchange, distribute, redistribute, process, pack and store Pharmaceuticals, drugs, organic and in-organic chemicals and surgical & laboratory equipments.
- *68. To carry on the business of manufacturers, importers, exporters and dealers in all kinds and classes of corrugated board, corrugating medium, writing paper, printing, absorbent paper, newsprint paper, wrapping paper, tissue paper, cover paper, blotting paper, filler paper, antique paper, ivory finish paper, coated paper, art paper, bank and bond paper, badami, brown or buff paper, bible paper, cartridge paper, cloth lines paper, azurelaid and wove paper, cream laid and wove paper, grease proof paper, gummed paper, handmade paper, parchment paper, drawing paper, kraft paper, manila paper, envelope paper, tracing paper, vellum paper, water proof paper, carbon paper, sensitized paper, chemically treated paper, paste board, duplex and triplex board, and triplex board, hard board plywood board, post cards, visiting cards, soda pulp, mechanical pulp, sulphite pulp, semi chemical pulp and also to deal in or manufacture any other articles or things of a character similar to analogous to the foregoing or any of them or connected therewith and to purchase or otherwise acquire, settle, improve and cultivate forests, lands and properties of and tenure whatsoever with a view to producing, cultivating, growing, timber, bamboo or other wood.
- *69. To carry on the business of printers, publishers, stationers, lithographers, stereotypes, printers, diesinkers, book-binders, designers, draftsman, paper and ink manufacturers, envelop-manufacturers, accounts-book manufacturers, machine rulers, numerical printers, bag makers, card-board manufacturers, ticket manufacturers, calendar and book-sellers, diary printers, time-table printers, dealers in playing, visiting, railway, festive, complementary, weeding or other ceremonial cards or fancy cards or valentines, dealers in stamps-parchment and agent for the payment of stamps and other duties.
- *70. To carry on the business as traders, commission agent, buying agent, selling agents, brokers buyers, sellers, agents, importers, exporters, dealers in, collectors, distributors of and to import export, buy, sell, barter, exchange, pledge, distribute advance upon or otherwise trade and deal in marketing distribution of all kinds of stationery articles, account books, papers, pens, pencils books, visiting cards, schools and office equipments, charts, paper bags, all other articles of similar character otherwise trade and deal in, electronic games, machines, counting machines, cash registers, calculators, tabulators sorting machines, copying and reproducing machines, telecommunication equipments.
- *71. To carry on educational institution like school, college, coaching classes and to carry on courses in all subjects or branches of engineering, science medical, commerce, industrial, commercial, arts, management and any other faculty of education and to run Management and Computer training institutions.
- *72. To acquire pieces or parcels of land, plot, hereditaments, plantations, orchards, standing crops, gardens and to use and to employ and plans of

the company of in agricultural, horticultural uses and to carry on the business of general farmers, agriculturists, dairy fanners, live stocks, fisheries poultry farms, nursery and growers of produce which the lands may from time to time be found to be most adaptable or suitable and to carry on the business of arable and fruit fanners, millers and manufacturers of general products and sale, by wholesale or retail, of flour and fruit and farm products.

- *73. To carry on the business to produce, treat, process, prepare, alter, develop, expose, edit, exhibit, make, remake, display, print, reprint, convert, duplicate, finish, buy, sell, run, import, export cine films, TV serials, advertising films, telefilms, documentary films etc; and to act as agent, broker, distributor, proprietor, owners of copy rights, audio rights, theaters, cinema halls, dubbing right cinema studio and film processing labs owners and to do all other incidental acts for the attainment of the aforesaid objects of the company.
- *74. To carry on in India or elsewhere the business to generate, receive, produce, improve, buy, sell, resell, acquire, use, transmit, accumulate, employ, distribute, develop, handle, protect, supply and to act as agent broker, representative, consultants, collaborator, or otherwise to deal in electric power in all its branches of such place or places as may be permitted by appropriate authorities by establishments of thermal power plants, hydraulic power plants, and other power plants based on any source of energy as may be developed or invented in future and to construct, lay down, establish, promote, erect, build, install, commission, carry out and run all necessary power substations, workshops, repair shops, wires, cables, transmission lines, accumulators, street lights for the purpose of conservation, distribution, and supply of electricity of participating industries, state electricity boards and other boards for industrial, commercial, domestic, public and other purposes and also to provide regular services for repairing and maintenance of all distribution and supply lines and to acquire concessions, facilities or licenses from electricity boards, government, semi governments or local authorities for generation, distribution, production, transmission or use of electric power and to take over along with all moveable and immovable properties, the existing facilities on mutually agreed terms from aforesaid authorities and to do all incidental acts and things necessary for the attainment of foregoing objects.
- *75. To deal in any commodities, substances, articles, merchandise, machines, goods and things whether solid or liquid or gaseous, as agents, commission agents, forwarding agents, clearing agents, distributors, warehouseman, licensees, merchants, traders, sales organisers, representatives of commodities goods, articles, materials and things and for that purpose to buy, to sell, exchange, market pledge, distribute, install, service, maintain, or otherwise deal in commodities, goods, articles and things and to carry on the agency business.
- *76. To carry on business of biotechnology involving the development of biological organisms or their components for commercial or industrial processes involving molecular biology, genetic engineering, and recombinant DNA and also agricultural biotechnology, gene mapping, agricultural engineering, genetic engineering, animal biotechnology, genetic recombination, bioengineering, marine biotechnology, bioethics, microbial genetic engineering biotechnology, molecular cloning biotechnology, industries pharmaceutical biotechnology, cell nuclei

transplantation plant biotechnology, cloning protein engineering DNA and also agricultural biotechnology and to produce all kind of agricultural product for the manufacturing of biodiesel, gasses, fertilizers and to set up manufacturing facilities for the same in India or abroad.

AND IT IS HEREBY DECLARED THAT:

- i. The objects incidental or ancillary to the attainment of main object of the Company as aforesaid shall also be incidental or ancillary to the attainment of the other objects of the Company, herein mentioned.
- ii. The word "Company" (save when used with reference to this Company) in this Memorandum shall be deemed to include any individual, any partnership or other body or association of persons, whether incorporated or not and whether domiciled.
- iii. The objects set forth in each of the several clauses of paragraph III shall extend to any part of the world.
- iv. Nothing in the paragraph shall authorise the Company to do any business which may fall within the purview of the Banking Regulation Act, 1949, or the Insurance Act. 1938.

IV. The Liability of the Members is Limited.

****V.** The Authorised Share Capital of the Company is INR 680,000,000 (Rupees Six Hundred and Eighty million only) divided into 680,000,000 (Six Hundred and Eighty million only) Equity Shares of INR 1 (Rupee one only) each, with power to increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company and the legislative provisions for the time being in force."

* (Inserted vide Special Resolution dated 31st December, 2007)

** (Amended pursuant to NCLT Order dated April 30, 2020 in the matter of Scheme of Amalgamation)

We, the several persons, whose names, addresses and occupations are hereunder subscribed below, are desirous of being formed into a Company in pursurance of this Articles of Association and we respectively agree to take the number of shaers in the capital of the Company set opposite to our respective names.

Name, address, description and occupation of each subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature of witness and his name, address, description and occupation
<p>AMRUT P. SHAH S/O. PREMJI B. SHAH 101, MISTRY MAHAL SAHAKAR ROAD, VILE PARLE (E), BOMBAY - 400 057.</p> <p>AGE : 34 YEARS</p> <p>OCCUPATION : BUSINESS</p>	ONE HUNDRED	SD/-	<p>WITNESS FOR ALL SD/- SANDEEP R. DESAI S/O. RAJENDRA M. DESAI CHARTERED ACCOUNTANT AGE : 29 YEARS</p>
<p>LAKHAMSHI M. SHAH S/O. MALSHI M. SHAH DEEPAK CO. OP. HSG., 12-A, KASIBAI NAVRANG MARG, GAMDEVI, BOMBAY - 400 007.</p> <p>AGE : 44 YEARS</p> <p>OCCUPATION : BUSINESS</p>	ONE HUNDRED	SD/-	<p>PARTNER OF CHANDRAVADAN SAVLA ASSOCIATES 7/D, GEETANJALI NAGAR, OPP. SAIBABA MANDIR, SAIBABA NAGAR, BORIVALI (WEST), BOMBAY - 400 092.</p>
<p>MAHESH H. GANDHI S/O. HARKISHANDAS T. GANDHI 403, SMITH APPARTMENT, KHOKHANI LANE, GHATKOPAR (EAST), BOMBAY - 400 077.</p> <p>AGE : 38</p> <p>OCCUPATION : BUSINESS</p>	ONE HUNDRED	SD/-	<p>RESIDENCE : A 203, SAGAR APPARTMENT, SANT MAIRABAI ROAD, GHARTAN PADA, DAHISAR (EAST), BOMBAY - 400 068.</p>

PLACE : BOMBAY
DATE : 13TH FEBRUARY, 1995.

Name, address, description and occupation of each subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature of witness and his name, address, description and occupation
SHANKARLAL C. MUNDRA S/O. CHANDRA B-1/14, MANAR KALYAN, BANGUR NAGAR, GOREGAON (WEST), BOMBAY - 400 092. AGE : 43 YEARS OCCUPATION : BUSINESS	ONE HUNDRED	SD/-	WITNESS FOR ALL SD/- SANDEEP R. DESAI S/O. RAJENDRA M. DESAI CHARTERED ACCOUNTANT AGE : 29 YEARS
AJAY N. JASANI S/O. NAVINCHANDRA R. JASANI SHAKAN BUILDING, PLOT NO. 57, 10TH ROAD, J.V.P.D. SCHEME, VILE PARLE (WEST), BOMBAY - 400 049. AGE : 35 YEARS OCCUPATION : BUSINESS	ONE HUNDRED		PARTNER OF CHANDRAVADAN SAVLA ASSOCIATES 7/D, GEETANJALI NAGAR, OPP. SAIBABA MANDIR, SAIBABA NAGAR, BORIVALI (WEST), BOMBAY - 400 092.
SUDARSHAN KARAMCHANDANI S/O. KISHANCHAND KARAMCHANDANI 1710, SADASHIV PETH, PUNE - 411 030. AGE : 48 YEARS OCCUPATION : BUSINESS	ONE HUNDRED	SD/-	
DHARMESH P. CHHEDA S/O. PREMJI J. CHHEDA 15, JAL DARSHAN, J. K. MEHTA ROAD, SANTACRUZ (WEST), BOMBAY - 400 054. AGE : 28 YEARS OCCUPATION : BUSINESS	ONE HUNDRED	SD/-	RESIDENCE : A 203, SAGAR APPARTMENT, SANT MAIRABAI ROAD, GHARTAN PADA, DAHISAR (EAST), BOMBAY - 400 068.
TOTAL	SEVEN HUNDRED		

PLACE : BOMBAY
DATE : 13TH FEBRUARY, 1995.

* (New set of Articles of Association adopted by passing special resolution in an AGM held on 30-09-2014)

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
SUNDARAM MULTI PAP LIMITED

1.

No regulation contained in Table “F” in the First Schedule to Companies Act, 2013 shall apply to this Company but the regulations for the Management of the Company and for the observance of the Members thereof and their representatives shall be as set out in the relevant provisions of the Companies Act, 2013 and subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or addition to its regulations by Special Resolution as prescribed by the said Companies Act, 2013 be such as are contained in these Articles unless the same are repugnant or contrary to the provisions of the Companies Act, 2013 or any amendment thereto.
- Table F
Applicable.

INTERPRETATION CLAUSE

2.

In the interpretation of these Articles the following expressions shall have the following meanings unless repugnant to the subject or context:
- (a)

“The Act” means the Companies Act, 2013 and includes any statutory modification or re-enactment thereof for the time being in force.

Act
- (b)

“These Articles” means Articles of Association for the time being in force or as may be altered from time to time vide Special Resolution.

Articles
- (c)

“Auditors” means and includes those persons appointed as such for the time being of the Company.

Auditors
- (d)

“Capital” means the share capital for the time being raised or authorized to be raised for the purpose of the Company.

Capital
- (e)

“The Company” shall mean SUNDARAM MULTI PAP LIMITED.

The Company
- (f)

“Executor” or “Administrator” means a person who has obtained a probate or letter of administration, as the case may be from a Court of competent jurisdiction and shall include a holder of a Succession Certificate authorizing the holder thereof to negotiate or transfer

Executor or
Administrator

the Share or Shares of the deceased Member and shall also include the holder of a Certificate granted by the Administrator General under section 31 of the Administrator General Act, 1963.

Legal Representative	(g) “Legal Representative” means a person who in law represents the estate of a deceased Member.
Gender	(h) Words importing the masculine gender also include the feminine gender.
In Writing and Written	(i) “In Writing” and “Written” includes printing lithography and other modes of representing or reproducing words in a visible form.
Marginal notes	(j) The marginal notes hereto shall not affect the construction thereof.
Meeting or General Meeting	(k) “Meeting” or “General Meeting” means a meeting of members.
Month	(l) “Month” means a calendar month.
Annual General Meeting	(m) “Annual General Meeting” means a General Meeting of the Members held in accordance with the provision of section 96 of the Act.
Extra-Ordinary General Meeting	(n) “Extra-Ordinary General Meeting” means an Extraordinary General Meeting of the Members duly called and constituted and any adjourned holding thereof.
National Holiday	(o) “National Holiday” means and includes a day declared as National Holiday by the Central Government.
Non-retiring Directors	(p) “Non-retiring Directors” means a director not subject to retirement by rotation.
Office	(q) “Office” means the registered Office for the time being of the Company.
Ordinary and Special Resolution	(r) “Ordinary Resolution” and “Special Resolution” shall have the meanings assigned thereto by Section 114 of the Act.
Person	(s) “Person” shall be deemed to include corporations and firms as well as individuals.
Proxy	(t) “Proxy” means an instrument whereby any person is authorized to vote for a member at General Meeting or Poll and includes attorney duly constituted under the power of attorney.
Register of Members	(u) “The Register of Members” means the Register of Members to be kept pursuant to Section 88(1)(a) of the Act.

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| (v) "Seal" means the common seal for the time being of the Company. | Seal |
| (w) "Special Resolution" shall have the meanings assigned to it by Section 114 of the Act. | Special Resolution |
| (x) Words importing the Singular number include where the context admits or requires the plural number and vice versa. | Singular number |
| (y) "The Statutes" means the Companies Act, 2013 and every other Act for the time being in force affecting the Company. | Statutes |
| (z) "These presents" means the Memorandum of Association and the Articles of Association as originally framed or as altered from time to time. | These presents |
| (aa) "Variation" shall include abrogation; and "vary" shall include abrogate. | Variation |
| (bb) "Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2(41) of the Act. | Year and Financial Year |

Save as aforesaid any words and expressions contained in these Articles shall bear the same meanings as in the Act or any statutory modifications thereof for the time being in force.

Expressions in the Act to bear the same meaning in Articles

CAPITAL

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| 3. a) The Authorized Share Capital of the Company shall be such amount as may be mentioned in Clause V (a) of Memorandum of Association of the Company from time to time. | Authorized Capital. |
| b) The minimum paid up Share capital of the Company shall be Rs.5,00,000/- or such other higher sum as may be prescribed in the Act from time to time. | |
| 4. The Company may in General Meeting from time to time by Ordinary Resolution increase its capital by creation of new Shares which may be unclassified and may be classified at the time of issue in one or more classes and of such amount or amounts as may be deemed expedient. The new Shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution shall prescribe and in particular, such Shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a right of voting at General Meeting of the Company in conformity with Section 47 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article the Directors shall comply with the provisions of Section 64 of the Act. | Increase of capital by the Company how carried into effect |

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| New Capital same as existing capital | 5. | Except so far as otherwise provided by the conditions of issue or by these Presents, any capital raised by the creation of new Shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise. |
| Non Voting Shares | 6. | The Board shall have the power to issue a part of authorized capital by way of non-voting Shares at price(s) premia, dividends, eligibility, volume, quantum, proportion and other terms and conditions as they deem fit, subject however to provisions of law, rules, regulations, notifications and enforceable guidelines for the time being in force. |
| Redeemable Preference Shares | 7. | Subject to the provisions of the Act and these Articles, the Board of Directors may issue redeemable preference shares to such persons, on such terms and conditions and at such times as Directors think fit either at premium or at par, and with full power to give any person the option to call for or be allotted shares of the company either at premium or at par, such option being exercisable at such times and for such consideration as the Board thinks fit. |
| Voting rights of preference shares | 8. | The holder of Preference Shares shall have a right to vote only on Resolutions, which directly affect the rights attached to his Preference Shares. |
| Provisions to apply on issue of Redeemable Preference Shares | 9. | <p>On the issue of redeemable preference shares under the provisions of Article 7 hereof, the following provisions-shall take effect:</p> <ul style="list-style-type: none"> (a) No such Shares shall be redeemed except out of profits of which would otherwise be available for dividend or out of proceeds of a fresh issue of shares made for the purpose of the redemption; (b) No such Shares shall be redeemed unless they are fully paid; (c) Subject to section 55(2)(d)(i) 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; (d) Where any such Shares are redeemed otherwise then out of the proceeds of a fresh issue, there shall out of 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, except as provided |

in Section 55 of the Act apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company; and

- (e) Subject to the provisions of Section 55 of the Act, the redemption of preference shares hereunder may be effected in accordance with the terms and conditions of their issue and in the absence of any specific terms and conditions in that behalf, in such manner as the Directors may think fit. The reduction of Preference Shares under the provisions by the Company shall not be taken as reducing the amount of its Authorized Share Capital

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| <p>10. The Company may (subject to the provisions of sections 52, 55, 56, both inclusive, and other applicable provisions, if any, of the Act) from time to time by Special Resolution reduce(a) the share capital;(b) any capital redemption reserve account; or(c) any security premium accountIn any manner for the time being, authorized by law and in particular capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have, if it were omitted.</p> | <p>Reduction of capital</p> |
| <p>11. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution.</p> | <p>Debentures</p> |
| <p>12. The Company may exercise the powers of issuing sweat equity shares conferred by Section 54 of the Act of a class of shares already issued subject to such conditions as may be specified in that sections and rules framed thereunder.</p> | <p>Issue of Sweat Equity Shares</p> |
| <p>13. The Company may issue shares to Employees including its Directors other than independent directors and such other persons as the rules may allow, under Employee Stock Option Scheme (ESOP) or any other scheme, if authorized by a Special Resolution of the Company in general meeting subject to the provisions of the Act,the Rules and applicable guidelines made there under, by whatever name called.</p> | <p>ESOP</p> |
| <p>14. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.</p> | <p>Buy Back of shares</p> |

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| Consolidation,
Sub-Division
And
Cancellation | 15. Subject to the provisions of Section 61 of the Act, the Company in general meeting may, from time to time, sub-divide or consolidate all or any of the share capital into shares of larger amount than its existing share or sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum; subject nevertheless, to the provisions of clause (d) of sub-section (1) of Section 61; 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. |
| Issue of
Depository
Receipts | 16. Subject to compliance with applicable provision of the Act and rules framed thereunder the company shall have power to issue depository receipts in any foreign country. |
| Issue of
Securities | 17. Subject to compliance with applicable provision of the Act and rules framed thereunder the company shall have power to issue any kind of securities as permitted to be issued under the Act and rules framed thereunder. |

MODIFICATION OF CLASS RIGHTS

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| Modification
of rights | 18. (a) If at any time the share capital, by reason of the issue of Preference Shares or otherwise is divided into different classes of shares, all or any of the rights privileges attached to any class (unless otherwise provided by the terms of issue of the shares of the class) may, subject to the provisions of Section 48 of the Act and whether or not the Company is being wound-up, be varied, modified or dealt, with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of that class. The provisions of these Articles relating to general meetings shall mutatis mutandis apply to every such separate class of meeting. Provided that if variation by one class of shareholders affects the rights of any other class of shareholders, the consent of three-fourths of such other class of shareholders shall also be obtained and the provisions of this section shall apply to such variation. |
| New Issue of
Shares not to
affect rights
attached to
existing
shares of that
class. | 19. (b) The rights conferred upon the holders of the Shares including Preference Share, if any) of any class issued with preferred or other rights or privileges shall, unless otherwise expressly provided by the terms of the issue of shares of that class, be deemed not to be modified, commuted, affected, abrogated, dealt with or varied by the creation or issue of further shares ranking paripassu therewith. |
| Shares at the
disposal of
the Directors. | 20. Subject to the provisions of Section 62 of the Act and these Articles, the shares in the capital 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 persons, 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 with the sanction of the company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the company on payment in full or part of any property sold and transferred or for any services rendered to the company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares.

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| 21. The Company may issue shares or other securities in any manner whatsoever including by way of a preferential offer, to any persons whether or not those persons include the persons referred to in clause (a) or clause (b) of sub-section (1) of section 62 subject to compliance with section 42 and 62 of the Act and rules framed thereunder. | Power to issue shares on preferential basis. |
| 22. The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished. | Shares should be Numbered progressively and no share to be subdivided. |
| 23. An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register shall for the purposes of these Articles, be a Member. | Acceptance of Shares. |
| 24. Subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the Capital of the Company as payment or part payment for any property (including goodwill of any business) sold or transferred, goods or machinery supplied or for services rendered to the Company either in or about the formation or promotion of the Company or the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than in cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares as aforesaid. | Directors may allot shares as full paid-up |
| 25. The money (if any) which the Board shall on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them shall become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him, accordingly. | Deposit and call etc. to be a debt payable immediately. |

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| Liability of Members. | 26. Every Member, or his heirs, executors, administrators, or legal representatives, shall pay to the Company the portion of the Capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require on date fixed for the payment thereof. |
| Registration of Shares. | 27. Shares may be registered in the name of any limited company or other corporate body but not in the name of a firm, an insolvent person or a person of unsound mind. |

RETURN ON ALLOTMENTS TO BE MADE OR RESTRICTIONS ON ALLOTMENT

28. The Board shall observe the restrictions as regards allotment of shares to the public, and as regards return on allotments contained in Sections 39 of the Act

CERTIFICATES

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| Share Certificates. | 29. (a) Every member 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 provided in the relevant laws) to several certificates, each for one or more of such shares and the company shall complete and have ready for delivery such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application for registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate 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 amount paid-up thereon and shall be in such form as the directors may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holder. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in cases of issues against letter of acceptance or of renunciation or in cases of issue of bonus shares. Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of two Directors or persons acting on behalf of the Directors under a duly registered power of attorney and the Secretary or some other person appointed by the Board for the purpose and two Directors or their attorneys and the Secretary |
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or other person shall sign the share certificate, provided that if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than a Managing or whole-time Director. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue. (b) Any two or more joint allottees of shares shall, for the purpose of this Article, be treated as a single member, and the certificate of any shares which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupees Fifty. The Company shall comply with the provisions of Section 39 of the Act. (c) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

30. If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, 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 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 no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer. 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 the rules made under Securities Contracts (Regulation) Act, 1956, or any other Act, or rules applicable in this behalf. The provisions of this Article shall mutatis mutandis apply to debentures of the Company.

Issue of new certificates in place of those defaced, lost or destroyed.

31. (a) If any share stands in the names of two or more persons, the person first named in the Register shall as regard receipts of dividends or bonus or service of notices and all or any other matter connected with the Company except voting at meetings, and the transfer of the shares, be deemed sole holder thereof but the joint-holders of a

The first named joint holder deemed Sole holder.

share shall be severally as well as jointly liable for the payment of all calls and other payments due in respect of such share and for all incidentals thereof according to the Company's regulations.

Maximum number of joint holders.

- (b) The Company shall not be bound to register more than three persons as the joint holders of any share.

Company not bound to recognise any interest in share other than that of registered holders.

32. Except as ordered by a Court of competent jurisdiction or as by law required, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof but the Board shall be at liberty at its sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

Installment on shares to be duly paid.

33. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by installment, every such installment shall when due be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal representative.

UNDERWRITING AND BROKERAGE

Commission

34. Subject to the provisions of Section 40 (6) of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing, to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring, or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares or debentures in the Company but so that the commission shall not exceed the maximum rates laid down by the Act and the rules made in that regard. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

Brokerage

35. The Company may pay on any issue of shares and debentures such brokerage as may be reasonable and lawful.

CALLS

Directors may make calls

36. (1) The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board and not by a circular resolution, make such calls as it thinks fit, upon the Members in respect of all the moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the persons and

at the time and places appointed by the Board.(2) A call may be revoked or postponed at the discretion of the Board.(3) A call may be made payable by installments.

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| 37. Fifteen days' notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid. | Notice of Calls |
| 38. A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorising such call was passed and may be made payable by the members whose names appear on the Register of Members on such date or at the discretion of the Directors on such subsequent date as may be fixed by Directors. | Calls to date from resolution. |
| 39. Whenever any calls for further share capital are made on shares, such calls shall be made on uniform basis on all shares falling under the same class. For the purposes of this Article shares of the same nominal value of which different amounts have been paid up shall not be deemed to fall under the same class. | Calls on uniform basis. |
| 40. The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the members who on account of the residence at a distance or other cause, which the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour. | Directors may extend time. |
| 41. If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 21% per annum but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member. | Calls to carry interest. |
| 42. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by installments at fixed time (whether on account of the amount of the share or by way of premium) every such amount or installment shall be payable as if it were a call duly made by the Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall apply to such amount or installment accordingly. | Sums deemed to be calls. |
| 43. On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Member in respect of whose shares the money is | Proof on trial of suit for money due on shares. |

sought to be recovered, appears entered on the Register of Members as the holder, at or subsequent to the date at which the money is sought to be recovered is alleged to have become due on the share in respect of which such money is sought to be recovered in the Minute Books: and that notice of such call was duly given to the Member or his representatives used 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 was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

**Judgment,
decree,
partial
payment suo
motto
proceed for
forfeiture.**

44. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member of 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 forfeiture of such shares as hereinafter provided.

**Payments in
Anticipation
of calls may
carry
interest**

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

LIEN

**Company to
have Lien on
shares.**

46. The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale

thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.

47. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member or the person (if any) entitled by transmission to the shares and default shall have been made by him in payment, fulfillment of discharge of such debts, liabilities or engagements for seven days after such notice. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof and purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as the Certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new Certificate or Certificates in lieu thereof to the purchaser or purchasers concerned.
48. 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 lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

**As to
enforcing lien
by sale.**

**Application of
proceeds of
sale.**

FORFEITURE AND SURRENDER OF SHARES

49. If any Member fails to pay the whole or any part of any call or installment or any moneys due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or installment or any part thereof or other moneys as aforesaid remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member or on the person (if any) entitled to the shares by transmission, requiring him to pay such call or installment of such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all reasonable expenses (legal or otherwise) that may have been accrued by the

**If call or
installment
not paid,
notice may be
given.**

Company by reason of such non-payment. Provided that no such shares shall be forfeited if any moneys shall remain unpaid in respect of any call or installment or any part thereof as aforesaid by reason of the delay occasioned in payment due to the necessity of complying with the provisions contained in the relevant exchange control laws or other applicable laws of India, for the time being in force.

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| Terms of notice. | 50. The notice shall name a day (not being less than fourteen days from the date of notice) and a place or places on and at which such call or installment and such interest thereon as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that, in the event of the non-payment at or before the time and at the place or places appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited. |
| On default of payment, shares to be forfeited. | 51. If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter but before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture. |
| Notice of forfeiture to a Member | 52. When any shares have been 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. |
| Forfeited shares to be property of the Company and may be sold etc. | 53. Any shares so forfeited, shall be deemed to be the property of the Company and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board in their absolute discretion shall think fit. |
| Members still liable to pay money owing at time of forfeiture and interest. | 54. Any Member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of the forfeiture, but shall not be under any obligation to do so. |
| Effect of forfeiture. | 55. The forfeiture shares shall involve extinction at the time of the forfeiture, of all interest in all claims and demand 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.

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| <p>56. A declaration in writing that the declarant is a Director or Secretary of the Company and that shares in the Company have been duly forfeited in accordance with these articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.</p> | <p>Evidence of Forfeiture.</p> |
| <p>57. The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and he shall not be bound to see to the application of the consideration: 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, re-allotment or other disposal of the shares.</p> | <p>Title of purchaser and allottee of Forfeited shares.</p> |
| <p>58. Upon any sale, re-allotment or other disposal under the provisions of the preceding Article, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.</p> | <p>Cancellation of share certificate in respect of forfeited shares.</p> |
| <p>59. In the meantime and until any share so forfeited shall be sold, re-allotted, or otherwise dealt with as aforesaid, the forfeiture thereof may, at the discretion and by a resolution of the Directors, be remitted as a matter of grace and favour, and not as was owing thereon to the Company at the time of forfeiture being declared with interest for the same unto the time of the actual payment thereof if the Directors shall think fit to receive the same, or on any other terms which the Director may deem reasonable.</p> | <p>Forfeiture may be remitted.</p> |
| <p>60. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the Shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the Shares sold, and the purchasers shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register of Members in respect of such Shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.</p> | <p>Validity of Board</p> |

- Surrender of shares.** 61. The Directors may, subject to the provisions of the Act, accept a surrender of any share from or by any Member desirous of surrendering on such terms the Directors may think fit.

TRANSFER AND TRANSMISSION OF SHARES

- Execution of the instrument of shares.** 62. (a) The instrument of transfer of any share in or debenture of the Company shall be executed by or on behalf of both the transferor and transferee.
- (b) The transferor shall be deemed to remain a holder of the share or debenture until the name of the transferee is entered in the Register of Members or Register of Debenture holders in respect thereof.

- Transfer Form.** 63. The instrument of transfer of any share or debenture shall be in writing and all the provisions of Section 56 and statutory modification thereof including other applicable provisions of the Act shall be duly complied with in respect of all transfers of shares or debenture and registration thereof. The instrument of transfer shall be in a common form approved by the Exchange;

- Transfer not to be registered except on production of instrument of transfer.** 64. The Company shall not register a transfer in the Company other than the transfer between persons both of whose names are entered as holders of beneficial interest in the records of a depository, unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation if any, of the transferee, has been delivered to the Company along with the certificate relating to the shares or if no such share certificate is in existence along with the letter of allotment of the shares: Provided that where, on an application in writing made to the Company by the transferee and bearing the stamp, required for an instrument of transfer, it is proved to the satisfaction of the Board of Directors that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indemnity as the Board may think fit, provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law.

- Directors may refuse to register transfer.** 65. Subject to the provisions of Section 58 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, the Directors may, decline to register—(a) any transfer of shares on which the company has a lien.

- Notice of refusal to be given to transferor and transferee.** 66. If the Company refuses to register the transfer of any share or transmission of any right therein, the Company shall within one month from the date on which the instrument of transfer or intimation of transmission was lodged with the Company,

send notice of refusal to the transferee and transferor or to the person giving intimation of the transmission, as the case may be, and there upon the provisions of Section 56 of the Act or any statutory modification thereof for the time being in force shall apply.

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| 67. No fee shall be charged for registration of transfer, transmission, Probate, Succession Certificate and letter of administration, Certificate of Death or Marriage, Power of Attorney or similar other document with the Company. | No fee on transfer. |
| 68. The Board of Directors shall have power on giving not less than seven days previous notice in accordance with section 91 and rules made thereunder close the Register of Members and/or the Register of debentures holders and/or 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 at a time, and not exceeding in the aggregate forty five days in each year as it may seem expedient to the Board. | Closure of Register of Members or debenture holder or other security holders. |
| 69. The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall on demand be returned to the persons depositing the same. The Directors may cause to be destroyed all the transfer deeds with the Company after such period as they may determine. | Custody of transfer Deeds. |
| 70. Where an application of transfer relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice. | Application for transfer of partly paid shares. |
| 71. For this purpose the notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered post/speed post/ courier to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post. | Notice to transferee. |
| 72. (a) On the death of a Member, the survivor or survivors, where the Member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only person recognized by the Company as having any title to his interest in the shares. | Recognition of legal representative. |
| (b) Before recognising any executor or administrator or legal representative, the Board may require him to obtain a Grant of Probate or Letters Administration or other legal representation as the case may be, from some competent court in India. Provided nevertheless that in any case | |

where the Board in its absolute discretion thinks fit, it shall be lawful for the Board to dispense with the production of Probate or letter of Administration or such other legal representation upon such terms as to indemnity or otherwise, as the Board in its absolute discretion, may consider adequate

- (c) Nothing in clause (a) above shall release the estate of the deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

**Titles of
Shares of
deceased
Member**

73. The Executors or Administrators of a deceased Member or holders of a Succession Certificate or the Legal Representatives in respect of the Shares of a deceased Member (not being one of two or more joint holders) shall be the only persons recognized by the Company as having any title to the Shares registered in the name of such Members, and the Company shall not be bound to recognize such Executors or Administrators or holders of Succession Certificate or the Legal Representative unless such Executors or Administrators or Legal Representative shall have first obtained Probate or Letters of Administration or Succession Certificate as the case may be from a duly constituted Court in the Union of India provided that in any case where the Board of Directors in its absolute discretion thinks fit, the Board upon such terms as to indemnity or otherwise as the Directors may deem proper dispense with production of Probate or Letters of Administration or Succession Certificate and register Shares standing in the name of a deceased Member, as a Member. However, provisions of this Article are subject to Sections 72 of the Companies Act.

**Notice of
application
when to be
given**

74. Where, in case of partly paid Shares, an application for registration is made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 56 of the Act.

**Registration
of persons
entitled to
share
otherwise
than by
transfer.
(transmission
clause).**

75. Subject to the provisions of the Act and these Articles, any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy, insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Directors (which they shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of this title as the Director shall require either be registered as member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as Member in respect of such shares; provided nevertheless that if such person shall elect to have his nominee registered he shall testify his election by executing in favour of his nominee an instrument of transfer in accordance so he shall not be freed

from any liability in respect of such shares. This clause is hereinafter referred to as the 'Transmission Clause'.

76. Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse or suspend register a person entitled by the transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration. **Refusal to register nominee.**
77. Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity. **Board may require evidence of transmission.**
78. 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 or Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to them 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 Directors shall so think fit. **Company not liable for disregard of a notice prohibiting registration of transfer.**
79. In the case of any share registered in any register maintained outside India the instrument of transfer shall be in a form recognized by the law of the place where the register is maintained but subject thereto shall be as near to the form prescribed in form SH4 hereof as circumstances permit. **Form of transfer Outside India.**
80. No transfer shall be made to any minor, insolvent or person of unsound mind. **No transfer to insolvent etc.**

NOMINATION

81. i) Notwithstanding anything contained in the articles, every holder of securities of the Company may, at any time, nominate a person in whom his/her securities shall vest in the event of his/her death and the provisions of Section 72 of the Companies Act, 2013 shall apply in respect of such nomination. **Nomination**

- ii) No person shall be recognized by the Company as a nominee unless an intimation of the appointment of the said person as nominee has been given to the Company during the lifetime of the holder(s) of the securities of the Company in the manner specified under Section 72 of the Companies Act, 2013 read with Rule 19 of the Companies (Share Capital and Debentures) Rules, 2014
- iii) The Company shall not be in any way responsible for transferring the securities consequent upon such nomination.
- iv) If the holder(s) of the securities survive(s) nominee, then the nomination made by the holder(s) shall be of no effect and shall automatically stand revoked.

**Transmission
of Securities
by nominee**

82. A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either-
- (i) to be registered himself as holder of the security, as the case may be; or
 - (ii) to make such transfer of the security, as the case may be, as the deceased security holder, could have made;
 - (iii) if the nominee elects to be registered as holder of the security, himself, 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 the death certificate of the deceased security holder as the case may be;
 - (iv) a nominee shall be entitled to the same dividends and other advantages to which he would be entitled to, if he were the registered holder of the security except that he shall not, before being registered as a member in respect of his security, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided further that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or debenture, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the share or debenture, until the requirements of the notice have been complied with.

DEMATERIALISATION OF SHARES

**Dematerialisation
of Securities**

83. Subject to the provisions of the Act and Rules made thereunder the Company may offer its members facility to hold securities issued by it in dematerialized form.

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| <p>84. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint Shareholders with benefits of survivorship subject to the following and other provisions contained in these Articles.</p> | <p>Joint Holders</p> |
| <p>85. (a) The Joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.</p> | <p>Joint and several liabilities for all payments in respect of shares.</p> |
| <p>(b) on the death of any such joint holders the survivor or survivors shall be the only person recognized by the Company as having any title to the share but the Board may require such evidence of death as it may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability of shares held by them jointly with any other person;</p> | <p>Title of survivors.</p> |
| <p>(c) Any one of two or more joint holders of a share may give effectual receipts of any dividends or other moneys payable in respect of share; and</p> | <p>Receipts of one sufficient.</p> |
| <p>(d) only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive documents from the Company and any such document served on or sent to such person shall deemed to be service on all the holders.</p> | <p>Delivery of certificate and giving of notices to first named holders.</p> |

SHARE WARRANTS

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| <p>86. The Company may issue warrants subject to and in accordance with provisions of the Act and accordingly the Board may in its discretion with respect to any Share which is fully paid upon application in writing signed by the persons registered as holder of the Share, and authenticated by such evidence(if any) as the Board may, from time to time, require as to the identity of the persons signing the application and on receiving the certificate (if any) of the Share, and the amount of the stamp duty on the warrant and such fee as the Board may, from time to time, require, issue a share warrant.</p> | <p>Power to issue share warrants</p> |
| <p>87. (a) The bearer of a share warrant may at any time deposit the warrant at the Office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for call in a meeting of the Company, and of attending and voting and exercising the other privileges of a Member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the Share included in the deposit warrant.</p> | <p>Deposit of share warrants</p> |

- (b) Not more than one person shall be recognized as depositor of the Share warrant.
- (c) The Company shall, on two day's written notice, return the deposited share warrant to the depositor.
- Privileges and disabilities of the holders of share warrant** 88. (a) Subject as herein otherwise expressly provided, no person, being a bearer of a share warrant, shall sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notice from the Company.
- (b) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the Share included in the warrant, and he shall be a Member of the Company.
- Issue of new share warrant coupons** 89. The Board may, from time to time, make bye-laws as to terms on which (if it shall think fit), a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

CONVERSION OF SHARES INTO STOCK

- Conversion of shares into stock or reconversion.** 90. The Company may, by ordinary resolution in General Meeting.
- a) convert any fully paid-up shares into stock; and
- b) re-convert any stock into fully paid-up shares of any denomination.
- Transfer of stock.** 91. The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulation under which the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit, provided that, the Board may, from time to time, fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
- Rights of stock holders.** 92. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in profits, voting at meetings of the Company, and other matters, as if they hold the shares for which the stock arose. but no such privilege or advantage shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- Regulations.** 93. Such of the regulations of the Company (other than those relating to share warrants), as are applicable to paid up share shall apply to stock and the words "share" and "shareholders" in those regulations shall include "stock" and "stockholders" respectively.

BORROWING POWERS

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| <p>94. Subject to the provisions of the Act and these Articles, the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board generally raise or borrow money by way of deposits, loans, overdrafts, cash creditor by issue of bonds, debentures or debenture-stock (perpetual or otherwise) or in any other manner, or from any person, firm, company, co-operative society, any body corporate, bank, institution, whether incorporated in India or abroad, Government or any authority or any other body for the purpose of the Company and may secure the payment of any sums of money so received, raised or borrowed; provided that the total amount borrowed by the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specified purpose.</p> | <p>Power to borrow.</p> |
| <p>95. Subject to the provisions of the Act and these Articles, any bonds, debentures, debenture-stock or any other securities may be issued at a discount, premium or otherwise and with any special privileges and conditions as to redemption, surrender, allotment of shares, appointment of Directors or otherwise; provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.</p> | <p>Issue of discount etc. or with special privileges.</p> |
| <p>96. The payment and/or repayment of moneys borrowed or raised as aforesaid or any moneys owing otherwise or debts due from the Company may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, and in particular by mortgage, charter, lien or any other security upon all or any of the assets or property (both present and future) or the undertaking of the Company including its uncalled capital for the time being, or by a guarantee by any Director, Government or third party, and the bonds, debentures and debenture stocks and other securities may be made assignable, free from equities between the Company and the person to whom the same may be issued 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 person or Company as the case may be.</p> | <p>Securing payment or repayment of Moneys borrowed.</p> |
| <p>97. Any bonds, debentures, debenture-stock or their securities issued or to be issued by the Company shall be under the control of the Board who may issue them upon such terms and conditions, and in such manner and for such consideration as they shall consider to be for the benefit of the Company.</p> | <p>Bonds, Debentures etc. to be under the control of the Directors.</p> |
| <p>98. If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors shall</p> | <p>Mortgage of uncalled Capital.</p> |

subject to the provisions of the Act and these Articles make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed.

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| Indemnity may be given. | 99. Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability. |
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MEETINGS OF MEMBERS

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| Distinction between AGM & EGM. | 100. All the General Meetings of the Company other than Annual General Meetings shall be called Extra-ordinary General Meetings. |
| Extra-Ordinary General Meeting by Board and by requisition | 101. (a) The Directors may, whenever they think fit, convene an Extra-Ordinary General Meeting and they shall on requisition of Members made in compliance with Section 100 of the Act, forthwith proceed to convene Extra-Ordinary General Meeting of Members of the company. |
| When a Director or any two Members may call an Extra-Ordinary General Meeting | (b) If at any time there are not within India sufficient Directors capable of acting to form a quorum, or if the number of Directors be reduced in number to less than the minimum number of Directors prescribed by these Articles and the continuing Directors fail or neglect to increase the number of Directors to that number or to convene a General Meeting, any Director or any two or more Members of the Company holding not less than one-tenth of the total paid up share capital of the Company may call for an Extra-Ordinary General Meeting in the same manner as nearly as possible as that in which meeting may be called by the Directors. |
| Meeting not to transact business not mentioned in notice. | 102. No General Meeting, Annual or Extraordinary shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened. |
| Chairman of General Meeting | 103. The Chairman (if any) of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there is no such Chairman of the Board of Directors, or if at any meeting he is not present within fifteen minutes of the time appointed for holding such meeting or if he is unable or unwilling to take the chair, then the Members present shall elect another Director as Chairman, and if no Director be present or if all the Directors present |

decline to take the chair then the Members present shall elect one of the members to be the Chairman of the meeting.

104. No business except the election of a Chairman, shall be discussed at any General Meeting while the Chair is vacant.

Business confined to election of Chairman while chair is vacant.

105. a) 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.

Chairman with consent may adjourn meeting.

b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

c) 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.

d) 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.

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

Chairman's casting vote.

107. Any poll duly demanded on the election of Chairman of the meeting or any question of adjournment shall be taken at the meeting forthwith.

In what case poll taken without adjournment.

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

Demand for poll not to prevent transaction of other business.

VOTES OF MEMBERS

109. No Member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands, upon a poll or electronically, or be reckoned in a quorum 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 exercised, any right or lien.

Members in arrears not to vote.

110. Subject to the provision of these Articles and without prejudice to any special privileges, or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the company, every Member,

Number of votes each member entitled.

not disqualified by the last preceding Article shall be entitled to be present, and to speak and to vote at such meeting, and on a show of hands every member present in person shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company, Provided, however, if any preference shareholder is present at any meeting of the Company, save as provided in sub-section (2) of Section 47 of the Act, he shall have a right to vote only on resolution placed before the meeting which directly affect the rights attached to his preference shares.

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| Casting of votes by a member entitled to more than one vote. | 111. On a poll taken at a meeting of the Company a member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses. |
| Vote of member of unsound mind and of minor | 112. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, or a minor 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. |
| Postal Ballot | 113. Notwithstanding anything contained in the provisions of the Companies Act, 2013, and the Rules made there under, the Company may, and in the case of resolutions relating to such business as may be prescribed by such authorities from time to time, declare to be conducted only by postal ballot, shall, get any such business/ resolutions passed by means of postal ballot, instead of transacting the business in the General Meeting of the Company. |
| E-Voting | 114. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once. |
| Votes of joint members. | <p>115. a) 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. If more than one of the said persons remain present than the senior shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name share stands shall for the purpose of these Articles be deemed joint holders thereof.</p> <p>b) For this purpose, seniority shall be determined by the order in which the names stand in the register of members</p> |
| Votes may be given by proxy or by representative | 116. Votes may be given either personally or by attorney or by proxy or in case of a company, by a representative duly Authorised as mentioned in Articles |

117. A body corporate (whether a company within the meaning of the Act or not) may, if it is member or creditor of the Company (including being a holder of debentures) authorise such person by resolution of its Board of Directors, as it thinks fit, in accordance with the provisions of Section 113 of the Act to act as its representative at any Meeting of the members or creditors of the Company or debentures holders of the Company. A person authorised by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate as if it were an individual member, creditor or holder of debentures of the Company.
- Representation of a body corporate.**
118. (a) A member paying the whole or a part of the amount remaining unpaid on any share held by him although no part of that amount has been called up, shall not be entitled to any voting rights in respect of the moneys paid until the same would, but for this payment, become presently payable.
- Members paying money in advance.**
- (b) A member is not prohibited from exercising his voting rights on the ground that he has not held his shares or interest in the Company for any specified period preceding the date on which the vote was taken.
- Members not prohibited if share not held for any specified period.**
119. Any person entitled under Article 73 (transmission clause) to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that at least forty-eight hours before the time of holding the meeting or adjourned meeting, as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnify (if any) as the Directors may require or the directors shall have previously admitted his right to vote at such meeting in respect thereof.
- Votes in respect of shares of deceased or insolvent members.**
120. No Member shall be entitled to vote on a show of hands unless such member is present personally or by attorney or is a body Corporate present by a representative duly Authorised under the provisions of the Act in which case such members, attorney or representative may vote on a show of hands as if he were a Member of the Company. In the case of a Body Corporate the production at the meeting of a copy of such resolution duly signed by a Director or Secretary of such Body Corporate and certified by him as being a true copy of the resolution shall be accepted by the Company as sufficient evidence of the authority of the appointment.
- No votes by proxy on show of hands.**
121. 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
- Appointment of a Proxy.**

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.

Form of proxy.	122. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
Validity of votes given by proxy not withstanding death of a member.	123. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the Member, or revocation of the proxy or of any power of attorney which such proxy signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the office before the meeting or adjourned meeting at which the proxy is used.
Time for objections to votes.	124. 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.
Chairperson of the Meeting to be the judge of validity of any vote.	125. Any such objection raised to the qualification of any voter in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
DIRECTORS	
Number of Directors	126. Until otherwise determined by a General Meeting of the Company and subject to the provisions of Section 149 of the Act, the number of Directors (including Directors and Additional Directors) shall not be less than three and not more than fifteen. Provided that a company may appoint more than fifteen directors after passing a special resolution
First Directors	127. The following shall be the First Directors of the Company: <ul style="list-style-type: none"> (I) SHRI AMRUT P. SHAH (II) SHRI MAHESH H. GANDHI (III) SHRI DHARMESH P. CHHEDA
Qualification shares.	128. A Director of the Company shall not be bound to hold any Qualification Shares in the Company.
Nominee Directors.	129. (a) Subject to the provisions of the Companies Act, 2013 and notwithstanding anything to the contrary contained in these Articles, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement

- (b) The Nominee Director/s so appointed shall not be required to hold any qualification shares in the Company nor shall be liable to retire by rotation. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s so appointed. The said Nominee Director/s shall be entitled to the same rights and privileges including receiving of notices, copies of the minutes, sitting fees, etc. as any other Director of the Company is entitled.
- (c) If the Nominee Director/s is an officer of any of the financial institution the sitting fees in relation to such nominee Directors shall accrue to such financial institution and the same accordingly be paid by the Company to them. The Financial Institution shall be entitled to depute observer to attend the meetings of the Board or any other Committee constituted by the Board.
- (d) The Nominee Director/s shall, notwithstanding anything to the Contrary contained in these Articles, be at liberty to disclose any information obtained by him/them to the Financial Institution appointing him/them as such Director/s.
130. 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. An Alternate Director appointed under this Article shall not hold office for period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to India. If the term of Office of the Original Director is determined before he so returns to India, any provision in the Act or in these Articles for the automatic re-appointment of retiring Director in default of another appointment shall apply to the Original Director and not to the Alternate Director. **Appointment of alternate Director.**
131. Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint any other person to be an Additional Director. Any such Additional Director shall hold office only upto the date of the next Annual General Meeting. **Additional Director**
132. Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint a Director, if the office of any director appointed by the company in general meeting is vacated before his term of office expires in the normal course, who shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated by him. **Directors power to fill casual vacancies.**
133. Until otherwise determined by the Company in General Meeting, each Director other than the Managing/Whole-time **Sitting Fees.**

Director (unless otherwise specifically provided for) shall be entitled to sitting fees not exceeding a sum prescribed in the Act (as may be amended from time to time) for attending meetings of the Board or Committees thereof.

Travelling expenses Incurred by Director on Company's business.

134. The Board of Directors may subject to the limitations provided in the Act allow and pay to any Director who attends a meeting at a place other than his usual place of residence for the purpose of attending a meeting, such sum as the Board may consider fair, compensation for travelling, hotel and other incidental expenses properly incurred by him, in addition to his fee for attending such meeting as above specified.

PROCEEDING OF THE BOARD OF DIRECTORS

Meetings of Directors.

135. (a) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit. (b) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

Chairperson

136. a) The Directors may from time to time elect from among their members a Chairperson of the Board and determine the period for which he is to hold office. If at any meeting of the Board, the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of the Directors then present to preside at the meeting.
- b) Subject to Section 203 of the Act and rules made there under, one person can act as the Chairman as well as the Managing Director or Chief Executive Officer at the same time.

Questions at Board meeting how decided.

137. Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes and in the case of an equality of votes, the Chairman will have a second or casting vote.

Continuing directors may act notwithstanding any vacancy in the Board

138. 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, but for no other purpose.

Directors may appoint committee.

139. Subject to the provisions of the Act, the Board may delegate any of their powers to a Committee consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such committee either wholly or in part and either as to person, or purposes, but every Committee 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. All acts done by any such Committee in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.

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| <p>140. The Meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.</p> | <p>Committee Meetings how to be governed.</p> |
| <p>141. a) A committee may elect a Chairperson of its meetings.</p> <p style="padding-left: 40px;">b) 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 members present may choose one of their members to be Chairperson of the meeting.</p> | <p>Chairperson of Committee Meetings</p> |
| <p>142. a) A committee may meet and adjourn as it thinks fit.</p> <p style="padding-left: 40px;">b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.</p> | <p>Meetings of the Committee</p> |
| <p>143. Subject to the provisions of the Act, all acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director.</p> | <p>Acts of Board or Committee shall be valid notwithstanding defect in appointment.</p> |

RETIREMENT AND ROTATION OF DIRECTORS

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| <p>144. Subject to the provisions of Section 161 of the Act, if the office of any Director appointed by the Company in General Meeting vacated before his term of office will expire in the normal course, the resulting casual vacancy may in default of and subject to any regulation in the Articles of the Company be filled by the Board of Directors at the meeting of the Board and the Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if had not been vacated as aforesaid.</p> | <p>Power to fill casual vacancy</p> |
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POWERS OF THE BOARD

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| <p>145. The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do all</p> | <p>Powers of the Board</p> |
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such acts and things as may be necessary, unless otherwise restricted by the Act, or by any other law or by the Memorandum or by the Articles required to be exercised by the Company in General Meeting. However no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

Certain powers of the Board

146. Without prejudice to the general powers conferred by the Articles and so as not in any way to limit or restrict these powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the Articles, it is hereby, declared that the Directors shall have the following powers, that is to say

To acquire any property, rights etc.

(1) Subject to the provisions of the Act, to purchase or otherwise acquire any lands, buildings, machinery, premises, property, effects, assets, rights, creditors, royalties, business and goodwill of any person firm or company carrying on the business which this Company is authorised to carry on, in any part of India.

To take on Lease.

(2) Subject to the provisions of the Act to purchase, take on lease for any term or terms of years, or otherwise acquire any land or lands, with or without buildings and out-houses thereon, situate in any part of India, at such conditions as the Directors may think fit, and in any such purchase, lease or acquisition to accept such title as the Directors may believe, or may be advised to be reasonably satisfy.

To erect & construct.

(3) To erect and construct, on the said land or lands, buildings, houses, warehouses and sheds and to alter, extend and improve the same, to let or lease the property of the company, in part or in whole for such rent and subject to such conditions, as may be thought advisable; to sell such portions of the land or buildings of the Company as may not be required for the company; to mortgage the whole or any portion of the property of the company for the purposes of the Company; to sell all or any portion of the machinery or stores belonging to the Company.

To pay for property.

(4) At their discretion and subject to the provisions of the Act, the Directors may pay property rights or privileges acquired by, or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and any such share may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

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| <p>(5) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other moveable property of the Company either separately or co-jointly; also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.</p> | <p>To insure properties of the Company.</p> |
| <p>(6) To open accounts with any Bank or Bankers and to pay money into and draw money from any such account from time to time as the Directors may think fit.</p> | <p>To open Bank accounts.</p> |
| <p>(7) To secure the fulfillment of any contracts or engagement entered into by the Company by mortgage or charge on all or any of the property of the Company including its whole or part of its undertaking as a going concern and its uncalled capital for the time being or in such manner as they think fit.</p> | <p>To secure contracts by way of mortgage.</p> |
| <p>(8) To accept from any member, so far as may be permissible by law, a surrender of the shares or any part thereof, on such terms and conditions as shall be agreed upon.</p> | <p>To accept surrender of shares.</p> |
| <p>(9) To appoint any person to accept and hold in trust, for the Company property belonging to the Company, or in which it is interested or for any other purposes and to execute and to do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.</p> | <p>To appoint trustees for the Company.</p> |
| <p>(10) To institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its Officer, or otherwise concerning the affairs and also to compound and allow time for payment or satisfaction of any debts, due, and of any claims or demands by or against the Company and to refer any difference to arbitration, either according to Indian or Foreign law and either in India or abroad and observe and perform or challenge any award thereon.</p> | <p>To conduct legal proceedings.</p> |
| <p>(11) To act on behalf of the Company in all matters relating to bankruptcy insolvency.</p> | <p>Bankruptcy & Insolvency</p> |
| <p>(12) To make and give receipts, release and give discharge for moneys payable to the Company and for the claims and demands of the Company.</p> | <p>To issue receipts & give discharge.</p> |
| <p>(13) Subject to the provisions of the Act, and these Articles to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such authority (not being the shares of this Company) or</p> | <p>To invest and deal with money of the Company.</p> |

without security and in such manner as they may think fit and from time to time to vary or realise such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name.

**To give
Security by
way of
indemnity.**

- (14) 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 as surety, for the benefit of the Company, such mortgage of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;

**To determine
signing
powers.**

- (15) To determine from time to time persons who shall be entitled to sign on Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purpose, whether by way of a resolution of the Board or by way of a power of attorney or otherwise.

**Commission
or share in
profits.**

- (16) To give to any Director, Officer, or other persons employed by the Company, a commission on the profits of any particular business or transaction, or a share in the general profits of the company; and such commission or share of profits shall be treated as part of the working expenses of the Company.

**Bonus etc. to
employees.**

- (17) To give, award or allow any bonus, pension, gratuity or compensation to any employee of the Company, or his widow, children, dependents, that may appear just or proper, whether such employee, his widow, children or dependents have or have not a legal claim on the Company.

**Transfer to
Reserve
Funds.**

- (18) To set aside out of the profits of the Company such sums as they may think proper for depreciation or the depreciation funds or to insurance fund or to an export fund, or to a Reserve Fund, or Sinking Fund or any special fund to meet contingencies or repay debentures or debenture-stock or for equalizing dividends or for repairing, improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purpose referred to in the preceding clause) as the Board may, in the absolute discretion think conducive to the interests of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as may be required to be invested, upon such investments (other than shares of this Company) as they may think fit and from time to time deal with and vary such investments and dispose of and apply and extend all or any part

thereof for the benefit of the Company notwithstanding the matters to which the Board apply or upon which the capital moneys of the Company might rightly be applied or expended and divide the reserve fund into such special funds as the Board may think fit; with full powers to transfer the whole or any portion of a reserve fund or division of a reserve fund to another fund and with the full power to employ the assets constituting all or any of the above funds, including the depredation fund, in the business of the company or in the purchase or repayment of debentures or debenture-stocks and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with the power 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.

- (19) To appoint, and at their discretion remove or suspend such general manager, managers, secretaries, assistants, supervisors, scientists, technicians, engineers, consultants, legal, medical or economic advisers, research workers, labourers, clerks, agents and servants, for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and to fix their salaries or emoluments or remuneration and to require security in such instances and for such amounts they may think fit and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit and the provisions contained in the next following clauses shall be without prejudice to the general powers conferred by this clause. **To appoint and remove officers and other employees.**
- (20) At any time and from time to time by power of attorney under the seal of the Company, to appoint any person or persons to be the Attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and such appointments may (if the Board think 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 shareholders, directors, nominees or manager of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of attorney may contain such powers for the protection or convenience for dealing with such Attorneys as the Board may think fit, and may **To appoint Attorneys.**

contain powers enabling any such delegated Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.

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| To enter into contracts. | (21) Subject to Sections 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient. |
| To make rules. | (22) From time to time to make, vary and repeal rules for the regulations of the business of the Company its Officers and employees. |
| To effect contracts etc. | (23) To effect, make and enter into on behalf of the Company all transactions, agreements and other contracts within the scope of the business of the Company. |
| To apply & obtain concessions licenses etc. | (24) To apply for, promote and obtain any act, charter, privilege, concession, license, authorization, if any, Government, State or municipality, provisional order or license of any authority for enabling the Company to carry any of this objects into effect, or for extending and any of the powers of the Company or for effecting any modification of the Company's constitution, or for any other purpose, which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests. |
| To pay commissions or interest. | (25) To pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Sections 40 of the Act and of the provisions contained in these presents. |
| To redeem preference shares. | (26) To redeem preference shares. |
| To assist charitable or benevolent institutions. | (27) To subscribe, incur expenditure or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or any other institutions or subjects which shall have any moral or other claim to support or aid by the Company, either by reason of locality or operation or of public and general utility or otherwise. |
| | (28) To pay the cost, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company. |
| Powers to appoint | (29) To pay and charge to the capital account of the Company any commission or interest lawfully payable thereon under the provisions of Sections 40 of the Act. |

- (30) 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, dwelling or chawls, or by grants of moneys, pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing, to provide other associations, institutions, funds or trusts and by providing or subscribing or contributing towards place of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit and subject to the provision of Section 181 of the Act, to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or object which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of the public and general utility or otherwise.
- (31) To purchase or otherwise acquire or obtain license for the use of and to sell, exchange or grant license for the use of any trade mark, patent, invention or technical know-how.
- (32) To sell from time to time any Articles, materials, machinery, plants, stores and other Articles and thing belonging to the Company as the Board may think proper and to manufacture, prepare and sell waste and by-products.
- (33) From time to time to extend the business and undertaking of the Company by adding, altering or enlarging all or any of the buildings, factories, workshops, premises, plant and machinery, for the time being the property of or in the possession of the Company, or by erecting new or additional buildings, and to expend such sum of money for the purpose aforesaid or any of them as they be thought necessary or expedient.
- (34) To undertake on behalf of the Company any payment of rents and the performance of the covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company and to purchase the reversion or reversions, and otherwise to acquire on free hold sample of all or any of the lands of the Company for the time being held under lease or for an estate less than freehold estate.
- (35) To improve, manage, develop, exchange, lease, sell, resell and re-purchase, dispose off, deal or otherwise turn to

account, any property (movable or immovable) or any rights or privileges belonging to or at the disposal of the Company or in which the Company is interested.

- (36) To let, sell or otherwise dispose of subject to the provisions of Section 180 of the Act and of the other Articles any property of the Company, either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as it thinks fit and to accept payment in satisfaction for the same in cash or otherwise as it thinks fit.
- (37) Generally subject to the provisions of the Act and these Articles, to delegate the powers/authorities and discretions vested in the Directors to any person(s), firm, company or fluctuating body of persons as aforesaid.
- (38) 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 to comply with.

MANAGING AND WHOLE-TIME DIRECTORS

**Managing/
Whole-time
Directors.**

- 147. a) Subject to the provisions of the Act and of these Articles, the Directors may from time to time in Board Meetings appoint one or more of their body to be a Managing Director or Managing Directors or whole-time Director or whole-time Directors of the Company for such term not exceeding five years at a time as they may think fit to manage the affairs and business of the Company, and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.
- b) The Managing Director or Managing Directors or whole-time Director or whole-time Directors so appointed shall be liable to retire by rotation. A Managing Director or Whole-time Director who is appointed as Director immediately on the retirement by rotation shall continue to hold his office as Managing Director or Whole-time Director and such re-appointment as such Director shall not be deemed to constitute a break in his appointment as Managing Director or Whole-time Director.

**Remuneration
of Managing
or Whole-time
Director.**

- 148. The remuneration of a Managing Director or a Whole-time Director (subject to the provisions of the Act and of these Articles and of any contract between him and the Company) shall from time to time be fixed by the Directors, and may be, by way of fixed salary, or commission on profits of the Company, or by participation in any such profits, or by any, or all of these modes.

149. (1)

Subject to control, direction and supervision of the Board of Directors, the day-to-day management of the company will be in the hands of the Managing Director or Whole-time Director appointed in accordance with regulations of these Articles of Association with powers to the Directors to distribute such day-to-day management functions among such Directors and in any manner as may be directed by the Board.

Powers and duties of Managing Director or Whole-time Director.
- (2)

The Directors may from time to time entrust to and confer upon the Managing Director or Whole-time Director for the time being save as prohibited in the Act, such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may subject to the provisions of the Act and these Articles confer such powers, either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any such powers.
- (3)

The Company’s General Meeting may also from time to time appoint any Managing Director or Managing Directors or Wholetime Director or Wholetime Directors of the Company and may exercise all the powers referred to in these Articles.
- (4)

The Managing Director shall be entitled to sub-delegate (with the sanction of the Directors where necessary) all or any of the powers, authorities and discretions for the time being vested in him in particular from time to time by the appointment of any attorney or attorneys for the management and transaction of the affairs of the Company in any specified locality in such manner as they may think fit.
- (5)

Notwithstanding anything contained in these Articles, the Managing Director is expressly allowed generally to work for and contract with the Company and especially to do the work of Managing Director and also to do any work for the Company upon such terms and conditions and for such remuneration (subject to the provisions of the Act) as may from time to time be agreed between him and the Directors of the Company.

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

150. a)

Subject to the provisions of the Act,—
- i.

A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit; and

Board to appoint Chief Executive Officer/ Manager/ Company Secretary/ Chief Financial Officer

any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

ii. A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

b) 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.

THE SEAL

The seal, its custody and use.

151. (a) The Board shall provide a Common 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 Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.

(b) The Company shall also be at liberty to have an Official Seal in accordance with of the Act, for use in any territory, district or place outside India.

Deeds how executed.

*152. 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 authorized by it in that behalf, and in the presence of one Director or any such other person as the Board may authorize and the Director or any such other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

*Amended vide Special Resolution passed at Annual General Meeting held on 30th September, 2015

DIVIDEND AND RESERVES

Division of profits.

153. (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(3) 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.

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| <p>154. The Company in General Meeting may declare dividends, to be paid to members according to their respective rights and interests in the profits and may fix the time for payment and the Company shall comply with the provisions of Section 127 of the Act, but no dividends shall exceed the amount recommended by the Board of Directors, but the Company may declare a smaller dividend in general meeting.</p> | <p>The company in General Meeting may declare Dividends.</p> |
| <p>155. a) 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 equalizing 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, thinks fit.</p> <p>b) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.</p> | <p>Transfer to reserves</p> |
| <p>156. Subject to the provisions of section 123, 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.</p> | <p>Interim Dividend.</p> |
| <p>157. The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.</p> | <p>Debts may be deducted.</p> |
| <p>158. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this articles as paid on the share.</p> | <p>Capital paid up in advance not to earn dividend.</p> |
| <p>159. 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 dividends as from a particular date such share shall rank for dividend accordingly.</p> | <p>Dividends in proportion to amount paid-up.</p> |
| <p>160. The Board of Directors may retain the dividend payable upon shares in respect of which any person under Articles has become entitled to be a member, or any person under that Article is entitled to transfer, until such person becomes a</p> | <p>Retention of dividends until completion of transfer under Articles.</p> |

member, in respect of such shares or shall duly transfer the same.

No Member to receive dividend whilst indebted to the company and the Company's right of reimbursement thereof.

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

Effect of transfer of shares.

162. A transfer of shares does not pass the right to any dividend declared thereon before the registration of the transfer.

Dividend to joint holders.

163. Any one of several persons who are registered as joint holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends in respect of such share.

Dividends how remitted.

164. a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by 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.

b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

Notice of dividend.

165. 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.

No interest on Dividends.

166. No unclaimed dividend shall be forfeited and no unpaid dividend shall bear interest as against the Company.

CAPITALIZATION

Capitalization.

167. (1) The Company in General Meeting may, upon the recommendation of the Board, resolve:

(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the Profit and Loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

- (2) The sums aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in clause (3) either in or towards:
 - (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (ii) 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; or
 - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).
 - (3) A Securities Premium Account and Capital Redemption Reserve Account may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company and fully paid bonus shares.
 - (4) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.
168. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall — **Fractional Certificates.**
- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares, if any, and (b) generally to do all acts and things required to give effect thereto.
- (2) The Board shall have full power -
 - (a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in case of shares becoming distributable in fractions; and also
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalization, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions, of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares.
 - (3) Any agreement made under such authority shall be effective and binding on all such members.

- (4) That for the purpose of giving effect to any resolution, under the preceding paragraph of this Article, the Directors may give such directions as may be necessary and settle any questions or difficulties that may arise in regard to any issue including distribution of new equity shares and fractional certificates as they think fit.

Inspection of Minutes Books of General Meetings.

169. (1) The books containing the minutes of the proceedings of any General Meetings of the Company shall be open to inspection of members without charge on such days and during such business hours as may consistently with the provisions of Section 119 of the Act be determined by the Company in General Meeting and the members will also be entitled to be furnished with copies thereof on payment of regulated charges.
- (2) Any member of the Company shall be entitled to be furnished within seven days after he has made a request in that behalf to the Company with a copy of any minutes referred to in sub-clause (1) hereof on payment of Rs. 10 per page or any part thereof.

Inspection of Accounts

170. a) 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.
- b) 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.

FOREIGN REGISTER

Foreign Register.

171. The Company may exercise the powers conferred on it by the provisions of the Act with regard to the keeping of Foreign Register of its Members or Debenture holders, and the Board may, subject to the provisions of the Act, make and vary such regulations as it may think fit in regard to the keeping of any such Registers.

DOCUMENTS AND SERVICE OF NOTICES

Signing of documents & notices to be served or given.

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

Authentication of documents and proceedings.

173. Save as otherwise expressly provided in the Act, a document or proceeding requiring authentication by the company may be signed by a Director, the Manager, or Secretary or other Authorised Officer of the Company and need not be under the Common Seal of the Company.

WINDING UP

174. Subject to the provisions of Chapter XX of the Act and rules made thereunder—(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

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| <p>175. Subject to provisions of the Act, every Director, or Officer or Servant of the Company or any person (whether an Officer of the Company or not) employed by the Company as Auditor, shall be indemnified by the Company against and it shall be the duty of the Directors to pay, out of the funds of the Company, all costs, charges, losses and damages which any such person may incur or become liable to, by reason of any contract entered into or act or thing done, concurred in or omitted to be done by him in any way in or about the execution or discharge of his duties or supposed duties (except such if any as he shall incur or sustain through or by his own wrongful act neglect or default) including expenses, and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, Officer or Auditor or other officer of the Company in defending any proceedings whether civil or criminal in which judgment is given in his favor, or in which he is acquitted or in connection with any application under Section 463 of the Act on which relief is granted to him by the Court.</p> | <p>Directors’
and
others right to
indemnity.</p> |
| <p>176. Subject to the provisions of the Act, no Director, Managing Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Directors or Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment</p> | <p>Not
responsible
for acts of
others</p> |

or oversight on his part, or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.

SECRECY

177. (a) Every Director, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the company shall, if so required by the Directors, before entering upon his duties, sign a declaration pleading himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions in these presents contained. **Secrecy**
- (b) No member or other person (other than a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties or the books of accounts of the Company without the permission of the Board of Directors of the Company for the time being or to require discovery of or any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of 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 Board it will be inexpedient in the interest of the Company to disclose or to communicate. **Access to property information etc.**

We, the several persons, whose names and addresses are hereunder subscribed are desirous of being formed into a Company in pursuance of this Articles of Association and we respectively agree to take the number of shares in the Capital of the Company, set opposite to our respective names :

Name, address, description, and occupation of each subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature, Name, address, description & occupation of witness
Amrut P. Shah S/o. Premji B. Shah 101, Mistry Mahal, Sahakar Road, Vile Parle (E), Bombay - 400 057. Age : 34 Years Occupation : Business	One Hundred	Sd/-	Witness For All : Sd/- Sanddep R. Desai S/o. Rajendra M. Desai Chartered Accountant Age : 29 Years
Lakhamshi M. Shah S/o. Malshi M. Shah Deepak Co. Op. Hsg., 12-A, Kasibai Navrang Marg, Gamdevi, Mumbai- 400 057. Age : 44 Years Occupation : Business	One Hundred	Sd/-	Partner of Chandravadan Savla Associates 7/D, Geetanjali Nagar, Opp. Saibaba Mandir, Saibaba Nagar, Borivali (West), Bombay - 400 092.
Mahesh H. Gandhi S/o. Harkishandas T. Gandhi 403, Smith Appartment, Khokhani Lane, Ghantkopar (East), Bombay - 400 077. Age : 38 Years Occupation : Business	One Hundred	Sd/-	Residence : A 203, Sgar Appartment, Sant Mairabai Road, Ghartan Pada,Dahisar (East), Bombay - 400 068.

Place : Bombay
Date : 13th February, 1995

Name, address, description, and occupation of each subscriber	Number of Equity Shares taken by each subscriber	Signature of Subscriber	Signature, Name, address, description & occupation of witness
Shankarlal C. Mundra S/o. Chandra B-1/14, Manar Kalyan, Bangur Nagar, goregaon (West), Bombay - 400 092. Age : 43 Years Occupation : Business	One Hundred	Sd/-	<div>Witness For All : Sd/- Sanddep R. Desai S/o. Rajendra M. Desai Chartered Accountant Age : 29 Years</div> <div>Partner of Chandravadan Savla Associates 7/D, Geetanjali Nagar, Opp. Saibaba Mandir, Saibaba Nagar, Borivali (West), Bombay - 400 092.</div> <div>Residence : A 203, Sgar Apartment, Sant Mairabai Road, Ghartan Pada,Dahisar (East), Bombay - 400 068.</div>
Ajay N. Jasani S/o. Navichandra R. Jasani Shakan Building, Plot No. 57, 10th Road, J.V. P.D. Scheme, Vile Parel (West), Mumbai- 400 049. Age : 35 Years Occupation : Business	One Hundred	Sd/-	
Sudarshan Karamchandani S/o. Kishanchand Karamchandani 1710, Sadashiv Peth, Pune - 411 030 Age : 48 Years Occupation : Business	One Hundred	Sd/-	
Dharmesh P. Chheda S/o. Premji J. Chheda 15, Jal Darshan, J. K. Mehta Road, Santacruz (West), Mumbai- 400 054. Age : 28 Years Occupation : Business	One Hundred	Sd/-	
Total	Seven Hundred		

Place : Bombay
Date : 13th February, 1995