

**MEHTA SECURITIES LIMITED**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**



Co. No. 04-22740

Fresh Certificate of Incorporation Consequent on

## **CHANGE OF NAME**

In the OFFICE OF THE REGISTRAR OF COMPANIES, GUJARAT

[Under the Companies Act, 1956 (1 of 1956)]

In the Matter of **MEHTA SECURITIES PRIVATE LIMITED.**

I hereby certify that **MEHTA SECURITIES PRIVATE LIMITED.**

Which was originally incorporated on **10-8-1994** under the Companies Act, 1956 and under the name

### **MEHTA SECURITIES PRIVATE LIMITED**

having duly passed the necessary resolution in terms of Section 21/31/44 of the Companies Act, 1956, on 17-8-1994 and the approval of the Central Government signified in writing having been accorded thereto by the Registrar of Companies, Gujarat, Vide his letter dated \_\_\_\_\_ in terms of Government of India, Ministry of Law Justice and Company Affairs, Department of Company Affairs, Notification No. GSR 507(E) dated 24-6-1985 the name of the said Company is this day changed to :

### **MEHTA SECURITIES LIMITED**

and this certificate is issued pursuant to section 23(1) of the said Act.

Given under my hand at **AHMEDABAD.**

Dated this **1st November, 1994 - One Thousand Nine Hundred Ninety Four.**



Sd/-

**(V. K. PARMAR)**

Asstt. Registrar of Companies, Gujarat  
Dadra & Nagar Haveli



प्रारूप. आई. आर.  
FORM I.R.

## CERTIFICATE OF INCORPORATION

### निगमन का प्रमाण-पत्र

ता. .... का सं.....

No. 04-22740 of 1994-95

मैं एतद्वारा प्रमाणित करता हूँ कि आज \_\_\_\_\_  
कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित  
है।

I hereby certify that **MEHTA SECURITIES PRIVATE LIMITED** is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मैं हस्ताक्षर से आज ता \_\_\_\_\_ को दिया गया ।

Given under my hand at AHMEDABAD this **TENTH**  
day of **AUGUST** One Thousand Nine Hundred Ninety **FOUR**.



SD/-  
**V. K. PARMAR**  
Asstt. Registrar of Companies  
**Gujarat**  
Dadra & Nagar Haveli

**THE COMPANIES ACT, 1956**  
**[COMPANY LIMITED BY SHARES]**

**MEMORANDUM OF ASSOCIATION**

**OF**

**MEHTA SECURITIES LIMITED**

**MEMORANDUM OF ASSOCIATION OF MEHTA SECURITIES LIMITED**  
a Company registered under Part IX of the Companies Act, 1956 made and entered this 14th Day of July One Thousand Nine Hundred and Ninety Four amongs :

1. Mr. Vasantlal P. Mehta of Ahmedabad, Indian inhabitant (hereinafter referred to as the Party of the First Part) of the FIRST PART.
2. Mrs. Indira V. Mehta of Ahmedabad, Indian inhabitant (hereinafter referred to as the Party of the Second Part) of the SECOND PART.
3. Mr. Darshan V. Mehta of Ahmedabad, Indian inhabitant (hereinafter referred to as the Party of the Third Part) of the THIRD PART.
4. Mrs. Bhavna D. Mehta of Ahmedabad, Indian inhabitant (hereinafter referred to as the Party of the Fourth Part) of the FOURTH PART.
5. M/s. Zest Investments Pvt Ltd., a Company incorporated under the Companies Act, 1956 (hereinafter referred to as the Party of the Fifth Part) of the FIFTH PART.
6. Mr. Vasantlal Mehta as Karta of and representing V. P. Mehta (HUF), (hereinafter referred to as the party of the Sixth Part) of the SIXTH PART.
7. Mr. Darshan V. Mehta as Karta of and representing Darshan V. Mehta (HUF), (hereinafter referred to as the party of the Seventh Part) of the SEVENTH PART.
8. M/s. Sangath Investment Pvt Ltd., a Company incorporated under the Companies Act, 1956 (hereinafter referred to as the Party of the Eighth Part) of the EIGHTH PART.
9. Mr. Darshan V. Mehta in his capacity as trustee of and representing "Shreeji Family Trust" as the trustee (hereinafter referred to as the party of the NINTH PART).

AND WHEREAS the parties hereto were carrying on business under the name of M/s. MEHTA SECURITIES with its principal place of business at "Shreeji Nivas", Opp. Bank of Baroda, B/h. H. L. College of Commerce, Navrangpura, Ahmedabad-380 009 under Partnership Deed dated 13th November, 1993.

THAT THE PARTY of the First to Nine parts have been the Partners of the Firm vide Partnership Deed dated 13th November, 1993.

THAT THE PARTIES herein above executed Partnership Deed dated 13th November, 1993 and that the Firm has been carrying on business as specified in the Partnership Deed dated 13th November, 1993 with its Office at Ahmedabad.

WHEREAS all the parties hereto who are the members of the said partnership business and for the sake of smooth working and better and effective management and improvement and advancement of business, have agreed and decided vide resolution dated 11th July, 1994 that all the members of the Partnership Firm (being a joint stock company within the meaning of the said term as defined by Section 566 of the Companies Act, 1956) should register the said joint stock company under Part IX of the Companies Act, 1956 as a Private Company Limited by shares for carrying on and continuing the said business of the firm uninterrupted in a joint stock company and to abide by and be subject to the declaration and regulations contained in the Memorandum and Articles of Association following and

WHEREAS the parties hereto have mutually agreed that their share in the present joint Stock Company represented by Capital Account, right to assets and shares in profit shall continue exactly in the same proportion, when the joint stock Company i.e. partnership firm is registered as Company and accordingly their respective shareholding in the share capital as the members of the said joint stock Company at the time of registration shall be in the following manner. The permanent capital for the time being shall be as under :

Name of the Partners	Amount Rs.	No. of Shares	Profit & Loss
1. Mr. Vasantlal P. Mehta	1000/-	100	10%
2. Mrs. Indira Vasantlal Mehta	1000/-	100	10%
3. Mr. Darshan Vasantlal Mehta	2000/-	200	20%
4. Mrs. Bhavna Darshan Mehta	1000/-	100	10%
5. M/s. Zest Investments Pvt. Ltd.	1000/-	100	10%
6. Mr. Vasantlal P. Mehta (V. P. Mehta HUF)	1000/-	100	10%
7. Mr. Darshan V. Mehta (Darshan V. Mehta HUF)	1000/-	100	10%
8. M/s. Sangath Investments Pvt. Ltd.	1000/-	100	10%
9. Mr. Darshan Mehta (as trustee of Shreeji Family Trust)	1000/-	100	10%
<b>Total</b>	<b>10000/-</b>	<b>1000</b>	<b>100%</b>

NOW THIS INDENTURE WITNESSETH THAT EACH OF THE PARTIES HERETO respectively so far as it relates to the acts and deeds of himself, his representative, heirs, executors, administrators, hereby agrees and covenants mutually amongst themselves and each of them and any other person(s) that may hereinafter join or become member of the Company in the manner contained in the Memorandum and Articles of Association, to be a Joint Stock Company, under the name and style specified in the Memorandum and that such Company and members thereof shall be subject to the declarations and regulations contained in the Memorandum and Articles of Association. In these presents, unless there be something in the subject or

context inconsistent therewith, the expression "**Company**" means the Joint Stock Company and the Partnership herein referred to and after registration of the Company the Company so registered.

- I. The Name of the Company is "**MEHTA SECURITIES LIMITED**".
- II. The Registered Office of the Company will be situated in the "**State of Gujarat**".
- III. The objects for which the Company is established are;
  - [A] **THE MAIN OBJECT TO BE PURSUED BY THE COMPANY ON ITS REGISTRATION ARE AS UNDER :**
    1. To carry on business in India or abroad as share and stock brokers, agents and brokers for taking, holding, dealing in, converting shares, stocks, debentures, bonds, units, participation certificate, deposit certificates, notes, bills, warrants or any other instruments whether or not transferable or negotiable, commercial or other paper or scrips (here in after collectively referred to as the "securities") of all kinds, agents/brokers for units of Unit Trust of India, debentures, bonds, government securities, National Savings Certificates, Small Savings Scheme, Fixed Deposit Scheme and generally for the "Securities" of all kinds, to act as managers and Registrar to the fixed deposit scheme, merchant bankers in all its aspects, including agents of and/or dealers in the "securities" in the course of merchant banking business, to act as discount house for any "securities" to provide stand-by or procurement arrangements, to give guarantees or any other commitments for subscribing or agree to subscribe or procure or agree to procure subscription for the "securities", to manage portfolio investments, to act as trustees for bond holders, debenture holders and "securities" of all kinds for all the purposes mentioned herein above.
  - [B] **THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE :**
    1. To provide custodian services for all or any kinds of shares, securities, valuable documents, negotiable instruments, documents.
    2. To provide finance on lease, hire or upon hypothecation or pledge of shares, debentures securities, promissory notes, bills of exchange or other valuable and negotiable instruments or financial instruments.
    3. 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 the Company is authorised to carry on.
    4. To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
    5. To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure repayment of any money borrowed, raised, or owing, by mortgage, 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 provided the Company shall not carry on Banking business as defined in the Banking Regulations Act, 1949.

6. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
7. To draw, make, accept, endorse and negotiate cheques, promissory notes, bills of exchange, hundies and other negotiable instruments.
8. To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part, or otherwise, as may be considered expedient.
9. To promote any other company for the purpose of acquiring the whole or any part of the business or property and the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
10. To sell or otherwise dispose off the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
11. Subject to any law in force in India, to subscribe or contribute any money for any national, charitable, benevolent, public objects of any exhibition, or for any other purpose including contributions, which may be considered likely to further the objects of the Company directly or indirectly or the interests of its members or its profitability.
12. To buy, sell, underwrite, deal, invest in and acquire and hold shares stocks, debentures, debenture-stock, bonds, obligations and securities issued or guaranteed, by any company constituted or carrying on business in India and/or elsewhere, debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any government, State, dominions, sovereign, ruler, commissioner, public body or authority, supreme, municipal, local or otherwise firm or persons whether in India or elsewhere and to deal with and turn to account the same, provided always that no investment imposing unlimited liability on the Company shall be made.
13. To accept expeditions and commissions, to employ and remunerate experts or other agents in connection therewith with a view to secure any of the objects of the Company.
14. To purchase, hire or deal in, or by other means, acquire any free hold, leasehold, or other property for any estate or interest whatsoever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads,

roadways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things and any real or personal property or rights whatsoever.

15. To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, road, tramways, machinery, engines, walls, fences, dams, sluices, or watercourse and to clear sites for the same or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in doing so.
16. To acquire by purchase, lease, exchange or otherwise and make advances on the security of any land, buildings, and hereditaments of any tenure or description and any estate or interest therein, and any rights over or connected with land, and to turn the same to account as seem expedient, and in particular by laying out and preparing land for building purposes and preparing building sites, by planting, paving, draining, and cultivating land, and by constructing, reconstructing, pulling down, altering, improving, decorating, furnishing and maintaining offices, flats, service flats, houses, bungalows, chawls, factories, warehouses, shops, wharves, buildings, work and conveniences of all kinds and by consolidating, or connecting or subdividing properties, and by leasing, letting on building lease or building agreement, selling (by instalments or otherwise) and otherwise disposing off the same, and by advancing moneys to and entering into contracts and arrangements of all kinds with builders, tenants and others.
17. To enter into/or procure any arrangements with person, firm or company in or outside India or obtaining or supply of technical know-how and/or technical and/or including the benefit of existing techniques, benefit of technical research, training of technical or administrative personnel abroad, selection and purchase of plant and negotiating the terms for payment and specification for the plant and layout of the plant and all other services and to negotiate enter into contracts and to collaborate with Indian and Foreign firms, companies, or persons.
18. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments and securities of any company or any authority, supreme, national, municipal, local or otherwise or of any persons whomsoever, whether incorporated or not incorporated and generally to guarantee or become surities for the performance of any contracts or obligations.
19. To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concessions or otherwise with any person or company carrying on or engaged in, any business or transaction which this company is authorised to carry on or engage in or to enter into and conduct any business agreement, undertaking or transaction which may be advisable or seem capable of being carried on or conducted so as directly or indirectly to benefit the company and to lend money, to guarantee the contracts of or otherwise assist any such person, firm or company and to place, take or otherwise acquire and hold shares or securities of any such person,

firm or company, and to sell, hold, reissue with or without guarantee or otherwise deal with the same.

20. To procure the registration of the Company under any other statute, whether in or outside India.
21. To lend and advance money or to give credit to such persons or companies and on such terms as may seem expedient and in particular to customers, dealers, agents, business associates and others having dealing the company and to guarantee the performance of any contract or obligations and the payment of money or by any such persons or companies and generally to give guarantees and indemnities and to carry on the said or similar business carried on by firms and companies engaged in the business of credit cards.
22. To insure any of the properties, undertakings, contracts, guarantees or obligations of the Company of every nature and kind in any manner whatsoever.

**[C] OTHER OBJECTS :**

1. To carry on business of tourist agents, travelling agents, tour promoters and clearing and forwarding agents.
2. To carry on business in movable and immovable properties, to buy, sell or deal in and to act as agents for the purchase, sale or disposal of movable and immovable properties.
3. To supply to and to provide, maintain and operate services, facilities, conveniences, bureaus and the like for the benefit of any company, corporate body, trust, association, society or organization whatsoever, including services, facilities, conveniences and bureaus, services and facilities, medical and health services, industrial health facilities and services, industrial relations, department, transportation of moneys and valuables, watch and ward, canteens, housing, education and recreation, holiday homes, and other social amenities, or similar thereto and generally to general administrative and other services to companies, corporate, bodies, trusts, associations or organisations whatsoever.
4. To purchase, take in exchange, charter, hire or otherwise acquire, build and hold ships, aircrafts or vessels and to maintain repair, improve, alter, sell, exchange or let out to hire or otherwise deal with or dispose off any ships, aircrafts and vessles.
5. To do business of hiring, re-hiring, selling on hire purchase of all kinds of machinery, furniture, domestic, industrial and laboratory appliances and instruments, vehicles, vessles, of all types and also luxury articles of all kinds.
6. To carry on the business of restaurant or hotel or boarding, house keepers, wine and spirits, cigar and cigarettes merchants, licenced victualers, tea or coffee, shopkeepers and suppliers of provision and stores and aerated waters and drinks of any kind.
7. To manufacture, buy, produce, acquire, import, export, programme, extract, assemble, improve upon, maintain, sell, market, lease, hire, design, develop, maintain, operate, convert, alter, overhaul, dispose off, distribute, consume, repair or otherwise deal in electronic goods, devices, equipments, appliances, apparatus, sensors, instruments and

computers (hardware and software), computer stationery, data processing equipments, micro computers, micro films, disks, microprocessors, chips, optical fibres, testing equipments, electronic typewriters, electronic clocks, photocopiers, facsimile equipments, television, radio receivers, wireless apparatus, radiograms, gramophones, audio and video games, electronic toys, broadcast relay and reception equipments, transmitters, telecommunication equipments, domestic and commercial refrigerators, coolers, freezers of all kinds, ventilating and cooling plants, of all kinds and of every description including future developments, in electronic and computer technology and to research in or develop equipment, machinery, apparatus, gadgets, implements, accessories, parts, spares, components and plants and also to manufacture, import, sell or otherwise deal in the plant, machinery and tools thereof.

8. To act as warehouses or warehousing agents for buyers, sellers, agents and distributors of and importers and exporters of and dealers in all kind of goods, articles and merchandise, including consumer goods, raw materials, commodities, products, ferrous and non-ferrous metals, chemicals, packaging material, minerals, goods, articles, spare parts, appliances, machinery equipments.
9. To carry on the business of running of petrol pumps for sale and distribution of petrol and other petroleum products and to carry on the business or businesses incidental to a said business.
10. To manufacture, buy, sell, exchange, alter, repair, and/or service or otherwise deal in either principals or agents, all types of aircrafts, air-taxis, automobiles, cars, trucks, motorcycles, scooters, scooterettes, autocycles, engines, platons, piston rings, piston pins, cylinder sleeves, connecting rods, gaskets, other automotive parts, shock absorbers, tractors, trailers, and to buy, sell, let on hire, repair, alter and deal in machinery, components, parts, accessories and fittings of all kinds for all articles and things referred to above and all other things capable of being used in manufacture, maintenance and working thereof. To carry on business as designers, manufacturers, assemblers, repairers, contract for, buy, sell, let out on hire and generally to deal in automobiles of all types and all other motors, engines, agricultural tractors, and implements and other allied goods, materials, parts and accessories or requirements thereof.
11. To establish any organisation for manufacturing, marketing, supplying and distributing activities as enumerated hereinabove and acquire, receive and take on loan technical know-how, technicians, machineries and plants to other states in India and other countries of the world and to enter into barter agreements for the same in exchange for any other commodity or products or skills or machineries as permitted by the laws of the respective countries from time to time.
12. To carry on the business of advertising contractors and agents, so acquire and dispose of advertising time, space or opportunities in any media to undertake advertising and promotional campaigns of every nature, to acquire and provide promotional requisites.

13. To carry on the business as consultants and render consultancy and advisory services to any person, whether in India or any where in the world, including but not limited to the areas of data processing, systems analysis, production, scientific, industrial, technical, marketing, economic, administration, management, legal, statistical, accounting, financial commercial, investment, or any other functions, for any business, industry, occupation, vocation, avocation, etc.
14. To let on lease or on hire-purchase system or to lend or otherwise dispose of any property belonging to the Company, and to finance the purchase of any article or articles, whether manufactured or traded by the Company or not, by way of loans or by the purchase of any such article or articles, and the letting thereof on the hire purchase system, leasing or otherwise howsoever, and to act as financiers generally. To carry on and undertake the business of leasing and hire purchase finance company and to finance lease operations of all kinds, factoring, discount houses, purchasing, selling, dealing, trading, investments, hiring or letting on hire all kinds and types of industrial and non-industrial office, plant, equipment, machinery, vehicles, computers, buildings and real estate required for manufacturing, processing, transportation, and trading business and other commercial, non-commercial service and business purpose or any movable or immovable assets and to assist in financing of all and every kind and description of hire purchase, deferred payment or similar transactions and to acquire, to provide on lease or to provide on hire purchase or deferred payment basis any of the other above and to finance industrial enterprises and assist companies engaged in industrial or in trading or any other business.
15. To act as airlines agents, travels agents and tourist guides, air freight carriers, agents and contractors.
16. To act as financial consultants, finance broking, advisers and councillors in investments and capital markets, to provide the financial assistance for the purpose herein, to form syndicate or consortium of managers, agents and purchasers for "securities" to syndicate any financial arrangement whether in domestic market or in international market whether by way of loans, guarantees, exports and yard credits, to undertake the work of factoring of bills and other commercial papers and to arrange and/or co-ordinate documentation and negotiation in these regards.

#### **IV. THE LIABILITY OF THE MEMBERS IS LIMITED.**

- V. The Authorised Share Capital of the Company is Rs. 3,50,00,000/- (Rupees Three Crore Fifty Lacs only) divided into 35,00,000 (Thirty Five Lacs) Equity Shares of Rs. 10/- (Rupees Ten Only) each with power to increase and reduce the Capital and to divide the Shares in the capital for the time being into several classes and to attach thereto respectively any preferential rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided in the regulations of the Company and allowed by law.

The present subscribed capital of the Company is Rs. 10,000/- (Rupees Ten Thousand Only) divided into 1,000 (One Thousand) Equity Share of Rs. 10/- (Rupees Ten Only) each, held by the subscribers as follows :

Name of the Partners	Amount Rs.	No. of Shares	Profit & Loss
1. Mr. Vasantlal P. Mehta	1000/-	100	10%
2. Mrs. Indira Vasantlal Mehta	1000/-	100	10%
3. Mr. Darshan Vasantlal Mehta	2000/-	200	20%
4. Mrs. Bhavna Darshan Mehta	1000/-	100	10%
5. M/s. Zest Investments Pvt. Ltd.	1000/-	100	10%
6. Mr. Vasantlal P. Mehta (V. P. Mehta HUF)	1000/-	100	10%
7. Mr. Darshan V. Mehta (Mr. Darshan V. Mehta, HUF)	1000/-	100	10%
8. M/s. Sangath Investments Pvt. Ltd.	1000/-	100	10%
9. Mr. Darshan Mehta (as Trustee of Shreeji Family Trust)	1000/-	100	10%
<b>Total</b>	<b>10000/-</b>	<b>1000</b>	<b>100%</b>

- VI. (a) The Balance Sheet of M/s. Mehta Securities as on 21st July, 1994 is annexed hereto. (Marked Exhibit "A")
- (b) All properties of the said firm whether movable or immovable; including actionable claims belonging to the said firm and all liabilities of the said firm as on the closing of the business hours of the day preceeding the day of issuance of Certificate of Incorporation by Registrar of Companies shall be vested in the Company pursuant to its registration in accordance with the provisions of Part IX of the Companies Act, 1956.
- VII. No member shall be liable to pay calls or to contribute to an extent exceeding the amount for the time being unpaid or not credited as paid up on the shares held by him/her/it and on the registration of Company, the liabilities of the members shall be limited.
- VIII. The rules and regulations governing the Company from the date of its registration by The Registrar of Companies, Gujarat shall be as laid down in the Articles of Association as executed this day by the signatories to this Memorandum.
- IX. The Company shall undertake, pay, observe, satisfy, perform and fulfill the agreements, arrangements and liabilities of the said firm entered in the name of said firm in relation to the said business and assets brought in as aforesaid indemnify them and their executors, estates and effects from and against all actions proceedings, claims and demands in respect thereof.

**E X H I B I T - 'A'**

**BALANCE SHEET OF M/S. MEHTA SECURITIES AS ON 21st JULY, 1994**

<b>PARTICULARS</b>	<b>RS.</b>	<b>AMOUNT RS.</b>
<b>I. SOURCES OF FUNDS</b>		
<b>A. Partners' Fund</b>		
(i) Permanent Capital	10,000-00	
(ii) Partners' Current Account	2,99,90,000-00	
(iii) Reserves & Surplus	—	<u>3,00,00,000-00</u>
		<b>3,00,00,000-00</b>
<b>B. LOAN FUNDS</b>		
(i) Secured Loans	—	—
(ii) Unsecured Loans	25,77,000-00	<u>25,77,000-00</u>
<b>TOTAL</b>		<b><u>3,25,77,000-00</u></b>
<b>II. APPLICATION OF FUNDS</b>		
Fixed Assets	—	
Gross Block	1,20,000-00	
Less : Depreciation	40,000-00	80,000-00
<b>CURRENT ASSETS, LOANS &amp; ADVANCES</b>		
Current Assets	3,24,12,000-00	
Cash & Bank Balance	1,00,000-00	
Preliminary & Pre operative Expenses	<u>10,000-00</u>	
	3,25,22,000-00	
Less : Current Liabilities	<u>25,000-00</u>	<u>3,24,97,000-00</u>
<b>TOTAL</b>		<b><u>3,25,77,000-00</u></b>

We, the Partners of Partnership Firm, **M/s. MEHTA SECURITIES**, joint stock company within the meaning of Part IX of the Companies Act, 1956 whose names and addresses are given below, being desirous to get our said joint stock company registered under the Companies Act, 1956 for the purpose of continuing to carrying on our activities but in pursuance of **this Memorandum of Association**, we respectively confirm our shares in the share capital of the company set opposite our respective names.

Names, addresses, descriptions, Occupation and signature of subscribers	Number of Equity shares taken by each subscriber	Signature, address, description and occupation of the witness
<p><b>1. Zest Investments Pvt. Ltd.</b>            "Shreejinivas", Opp. B.O.B.            B/h. H. L. C. C.,            Navrangpura,  <b>Ahmedabad-380 009</b></p> <p>Acting through it's Director            Mr. Ramniklal D. Sojitra            Sd/- R. D. Sojitra</p>	<p>100            (One Hundred)</p>	<p>Common Witness to            Subscribers No.1 to 4</p>
<p><b>2. Mrs. Bhavna D. Mehta</b>            "Shreejinivas", Opp. B.O.B.            B/h. H. L. C. C.,            Navrangpura,  <b>Ahmedabad-380 009</b>            W/o Darshan V. Mehta            Investor            Sd/ Bhavna D. Mehta</p>	<p>100            (One Hundred)</p>	<p><b>Mr. Dipak K. Shah</b>            003, Law Garden            Appartments,            Scheme-1,            Opp. Law Garden,            Ellisbridge,  <b>Ahmedabad-380 006</b></p>
<p><b>3. Sangath Investment Pvt. Ltd.</b>            "Shreejinivas", Opp. B.O.B.            B/h. H. L. C. C.,            Navrangpura,  <b>Ahmedabad-380 009</b></p> <p>Acting through it's            Director Mr. Dhaval D. Sheth            Sd/- D. D. Sheth</p>	<p>100            (One Hundred)</p>	<p>S/o Kiritbhai Shah            Service            Sd/- Dipak K. Shah</p>
<p><b>4. Mr. Vasantlal Mehta</b>            "Shreejinivas", Opp. B.O.B.            B/h. H. L. C. C.,            Navrangpura,  <b>Ahmedabad-380 009</b>            S/o Popatlal Mehta            Advocate            Sd/- V. P. Mehta</p>	<p>100            (One Hundred)</p>	

Names, addresses, descriptions, Occupation and signature of subscribers	Number of Equity shares taken by each subscriber	Signature, address, description and occupation of the witness
<p>5. <b>Mrs. Indira Mehta</b> "Shreejinivas", Opp. B.O.B. B/h. H. L. C. C., Navrangpura, <b>Ahmedabad-380 009</b> W/o Vasantlal Mehta Investor Sd/- I. V. Mehta</p>	<p>100 (One Hundred)</p>	
<p>6. <b>V. P. Mehta (HUF)</b> "Shreejinivas", Opp. B.O.B. B/h. H. L. C. C., Navrangpura, <b>Ahmedabad-380 009</b> Acting through it's Karta Mr. Vasantlal P. Mehta Sd/ V. P. Mehta</p>	<p>100 (One Hundred)</p>	<p>Common Witness to Subscribers No.1 to 4</p>
<p>7. <b>Mr. Darshan Mehta</b> "Shreejinivas", Opp. B.O.B. B/h. H. L. C. C., Navrangpura, <b>Ahmedabad-380 009</b> S/o Vasantlal Mehta Chartered Accountant Sd/- D. V. Mehta</p>	<p>200 (Two Hundred)</p>	<p><b>Mr. Dipak K. Shah</b> 003, Law Garden Appartments, Scheme-1, Opp. Law Garden, Ellisbridge, <b>Ahmedabad-380 006</b>  S/o Kiritbhai Shah  Service Sd/- Dipak K. Shah</p>
<p>8. <b>Darshan Mehta (HUF)</b> "Shreejinivas", Opp. B.O.B. B/h. H. L. C. C., Navrangpura, <b>Ahmedabad-380 009</b> Acting through it's Karta Mr. Darshan V. Mehta Sd/ D. V. Mehta</p>	<p>100 (One Hundred)</p>	
<p>9. <b>Shreeji Family Trust</b> "Shreejinivas", Opp. B.O.B. B/h. H. L. C. C., Navrangpura, <b>Ahmedabad-380 009</b> Acting through it's Trustee Mr. Darshan V. Mehta Sd/ D. V. Mehta</p>	<p>100 (One Hundred)</p>	
<p><b>Total</b></p>	<p><b>1000</b> <b>(One Thousand)</b></p>	

Place : AHMEDABAD

Dated this 27th day of July, 1994

**MEHTA SECURITIES LIMITED**

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*The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed by the Members of the Company on 20<sup>th</sup> August, 2016 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.*

## **1. TABLE 'F' EXCLUDED**

### **a) Table 'F' not to apply**

The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.

Regulations of Table F shall apply to the situations or events where no mention as to such situations or events or provisions is mentioned in these articles.

### **b) Company to be governed by these Articles**

The regulations are for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

Table F would apply to the extent of situations or events or provisions as mentioned in these articles.

## **2. INTERPRETATION:**

- A.** In the interpretation of these Articles, the following words and expressions shall have the following meanings, unless repugnant to the subject or context.
- i.** **"Act":** The Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof, for the time being in force and earlier enactment to the extent applicable and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these articles and any previous Company Law , so far as may be applicable.
  - ii.** **"Alter":** 'Alter' and 'Alteration' shall include the making of additions, omissions and substitution.
  - iii.** **"Articles":** "The Articles" means these Articles of Association of the Company or as altered from time to time.
  - iv.** **"Annual General Meeting":** "Annual General Meeting" means a General Meeting of the members held in accordance with the provisions of Section 96 of the Act.

- v. **“Auditors”**: ‘Auditors’ means Statutory Auditor, Internal auditor, Cost Auditor and Secretarial Auditor as may be appointed by the Board in consonance with the said Act
- vi. **“Authorized Capital” or “Nominal Capital”**: “Authorized Capital” or “Nominal Capital” means such capital as is authorized by the Memorandum of Association of the Company to be the maximum amount of share capital of the Company.
- vii. **“Beneficial Owner”**: “Beneficial Owner” means beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996 as amended from time to time.
- viii. **“Board or Board of Directors”**: ‘Board or Board of Directors’ means the collective body of Directors of the Company.
- ix. **“Body Corporate or Corporation”**: ‘Body Corporate’ or ‘Corporation’ includes a company incorporated outside India but does not include, a cooperative Society registered under any law relating to Co-operative Societies, and any other body corporate (not being a Company as defined in the Act) which the Central Government may, by notification, specify in that behalf.
- x. **“Charge”**: “Charge” means an interest or lien created on the property or assets of the Company or any of its undertakings or both as security and includes a mortgage.
- xi. **“The Company” or “This Company”**: ‘The Company’ or ‘This Company’ means *Mehta Securities Limited*.
- xii. **“Company Secretary” or “Secretary”**: “Company Secretary” or “Secretary” means a Company Secretary as defined in clause(c) of sub-section (1) of Section 2 of the Company Secretaries Act, 1980, who is appointed by the Company to perform the functions of a Company Secretary envisaged under the Act.
- xiii. **“Debenture”**: ‘Debenture’ includes Debenture stock, bonds or any other instrument of a Company evidencing a debt, whether constituting a charge on the assets of the company or not.
- xiv. **Deposit**: Deposit includes any receipt of money by way of deposit or loan or in any other form by a company, but does not include such categories of amount as may be prescribed in consultation with the Reserve Bank of India.
- xv. **“Depository”**: “Depository” means a depository as defined in clause (e) of subsection (1) of Section 2 of the Depositories Act, 1996.
- xvi. **“Directors”**: ‘Directors’ means a director appointed to the Board of the Company.
- xvii. **“Dividend”**: ‘Dividend’ shall include interim dividend.

- xviii. **“Document”**: ‘Document’ includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of the Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.
- xix. **“Employees’ Stock Option”**: "Employees' Stock Option" means the option given to the Directors, Officers or employees of the Company or of its holding company or subsidiary Company or companies, if any, which gives such Directors, Officers or Employees, the benefit or right to purchase, or to subscribe for, the shares of the Company at a future date at a predetermined price.
- xx. **“Extra-Ordinary General Meeting”**:“Extra-Ordinary General Meeting” means an Extra-Ordinary General Meeting of the members duly called and constituted as per the Act and any adjourned holding thereof.
- xxi. **“Executor or Administrator”**:“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 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.
- xxii. **“Free Reserve”**: "free reserves" means such reserves which, as per the latest audited balance sheet of a company, are available for distribution as dividend:
- Provided that—**
- (i) any amount representing unrealised gains, notional gains or revaluation of assets, whether shown as a reserve or otherwise, or
- (ii) any change in carrying amount of an asset or of a liability recognized in equity, including surplus in profit and loss account on measurement of the asset or the liability at fair value, shall not be treated as free reserves;
- xxiii. **“Financial Statements”**:“Financial Statements includes:
- (i). a balance sheet as at the end of the financial year;
- (ii). a profit and loss account, or in the case of a company carrying on any activity not for profit, an income and expenditure account for the financial year;
- (iii). cash flow statement for the financial year;
- (iv). a statement of changes in equity, if applicable; and
- (v). any explanatory note annexed to, or forming part of, any document `referred to in sub-clause (i) to sub-clause (iv).
- xxiv. **“Gender”**: Words importing the masculine gender also include the feminine gender.

- xxv. ***“In writing” or “written”***: “In writing” or “Written” shall include e-mail, and any other form of electronic transmission.
- xxvi. ***“Independent Director”***: “Independent Director” means an Independent Director referred to in subsection(5) of Section 149 of the Act.
- xxvii. ***“Issued Capital”***: “Issued Capital” means such capital as the Company issues from time to time for subscription.
- xxviii. ***“Key Managerial Personnel”***: “Key Managerial Personnel” in relation to the Company means:
- (i). the Chief Executive Officer or the Managing Director or the Manager;
  - (ii). the Company Secretary;
  - (iii). the Whole-Time Director;
  - (iv). the Chief Financial Officer; &
  - (v). such other Officer as may be prescribed under the Act and the Rules.
- xxix. ***“Legal Representative”***: “Legal Representative” means a person who in law represents the estate of a deceased or incompetent member.
- xxx. ***“Listed Company”***: “listed company” means a company which has any of its securities listed on any recognised stock exchange;
- xxxi. ***“Listing Agreement”***: “Listing Agreement” means an agreement entered with the Stock Exchanges where the Company is listed.
- xxxii. ***“Manager”***: “manager” means an individual who, subject to the superintendence, control and direction of the Board of Directors, has the management of the whole, or substantially the whole, of the affairs of a company, and includes a director or any other person occupying the position of a manager, by whatever name called, whether under a contract of service or not;
- xxxiii. ***“Managing Director”***: “Managing Director” means a Director who, by virtue of these Articles or an agreement with the Company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the Company and includes a Director occupying the position of Managing Director, by whatever name called.
- xxxiv. ***“Marginal Notes”***: The marginal notes hereto shall not affect the construction thereof.
- xxxv. ***“Meeting” or “General Meeting”***: “Meeting” or “General Meeting” means a meeting of members.
- xxxvi. ***“Member”***: “Member”, in relation to a Company, means—

- (i). The subscriber to the memorandum of the company who shall be deemed to have agreed to become member of the company, and on its registration, shall be entered as member in its register of members;
- (ii). Every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company;
- (iii). Every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository.

**xxxvii.** **“Memorandum” or “MOA”:**“Memorandum” means the Memorandum of Association of the Company as originally framed or as altered from time to time in pursuance of any previous Company law or of the Act.

**xxxviii.** **“Month”:**“Month” means a calendar month.

**xxxix.** **“Nominee Owners”**– Nominee Owners are the owners, who on the face of it, are holding the underlying instruments for and on behalf of the beneficial owner specified or unspecified as to an individual or class.

**xl.** **“National Holiday”:** “National Holiday” means and includes a day declared as National Holiday by the Central Government.

**xli.** **“Non-retiring Directors”:** “Non-retiring Directors” means a director not subject to retirement by rotation.

**xlii.** **“Office”:**“Office” means the Registered Office for the time being of the Company.

**xliii.** **“Officer”:**“Officer” includes any Director, Manager or Key Managerial Personnel or any person in accordance with whose directions or instructions the Board or any one or more of the Directors is or are accustomed to act.

**xliv.** **“Ordinary or Special Resolution”:**“Ordinary or Special Resolution” means an ordinary resolution, or as the case may be, special resolution referred to in Section 114of the Act.

**xlv.** **“Paid-up share Capital” or “share capital paid-up”:**“Paid-up share capital” or “share capital paid- up” means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid-up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the Company, but does not include any other amount received in respect of such shares, by whatever name called.

**xlvi.** **“Person”:** “Person” shall mean the persons as defined in the Income Tax Act, 1961 as amended from time to time.

- xlvi.** **“Proxy”**: “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
- xlvi.** **“Promoters”**: “Promoter” shall have the same meaning as defined under Companies Act, 2013 read with SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 as amended from time to time.
- xli.** **“Promoter Group”**: Promoter Group shall have the same meaning as defined in SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 as amended from time to time..
- i.** **“Postal Ballot”**: “Postal Ballot” means voting by post or through any electronic mode.
- ii.** **“Remuneration”**: “Remuneration” means any money or its equivalent given or passed to any person for services rendered by him and includes perquisites as defined under the Income-tax Act, 1961.
- iii.** **“Register of Companies”**: Register of Companies means the register of companies maintained by the Registrar on paper or in any electronic mode under this Act.
- iiii.** **“The Register of Members”** : “The Register of Members” means the Register of Members to be kept pursuant to Section 88(1)(a) of the Act.
- lv.** **“Rules”**: “Rules” means applicable rules for the time being in force, as prescribed under relevant Sections of the Act.
- lv.** **“Seal”**: “The Seal” means the common seal of the company.
- lvi.** **“SEBI”**: “SEBI” means the Securities and Exchange Board of India established under section 3 of the Securities & Exchange Board of India Act, 1992.
- lvii.** **“Securities”**: Securities means Securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956.
- lviii.** **“Share”**: “Share” means a share in the share capital of the Company and includes stock.
- lix.** **“Singular Number”**: Words importing the Singular number include where the context admits or requires the plural number and vice versa.
- lx.** **“Subscribed Capital”**: “Subscribed Capital” means such part of the capital which is for the time being subscribed by the Members of the Company.
- lxi.** **“Statutes”**: “The Statutes” means the Companies Act, 2013 and every other Act for the time being in force affecting the Company.

- lxii.** *"Whole-time Director"*: "Whole-time Director" includes a Director in the whole-time employment of the Company.
- lxiii.** *"These Presents"*: "These presents" means the Memorandum of Association and the Articles of Association as originally framed or as altered from time to time.
- lxiv.** *"Variation"*: "Variation" shall include abrogation; and "vary" shall include abrogate.
- lxv.** *"Year and Financial Year"*: "Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2(41) of the Act.
- B.** *"In writing" and "Written"*: "In writing" and "written"-include printing, lithography and other modes of representing or reproducing words in visible form.
- C.** *"Meaning of words not defined in the Articles"*: Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company. In case any word is not defined in the Act but defined in the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Securities and Exchange Board of India Act, 1992 (15 of 1992) or the Depositories Act, 1996 (22 of 1996) shall have the meanings respectively assigned to them in those Acts.

## SHARE CAPITAL AND VARIATION OF RIGHTS

1. **Shares under control of board:** Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Board who may issue, allot or otherwise dispose off 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. Board shall not issue any shares at discount except issue of such class of shares as may be permitted by the Act.
  
2. **(i) Issue of Certificate:** Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—
  - (a) One certificate for all his shares without payment of any charges; or
  - (b) Several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board of Directors for each certificate after the first certificate.

**(ii).Certificate to bear Seal:** Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon. issued under the common seal, if any, of the company or signed by two directors or by a director and the Company Secretary, wherever the company has appointed a Company Secretary

**(iii). One Certificate for shares held jointly:** In respect of any 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 for a share to one of several joint holders shall be sufficient delivery to all such holders.
  
3. **(i)Issue of New Certificate in place of one defaced, lost or destroyed:** If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back 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 is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. A sum as may be fixed by the Board, shall be paid to the Company for every certificate issued under this clause, provided that no fee shall be charged for issue of new certificate in replacement of those which are old, worn, decrepit out or where the pages on the reverse for recording transfers have been fully utilised.
  
- (ii) Provisions as to issue of Certificates to apply mutatis mutandis to other Securities:** The provisions of the foregoing articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other Securities including debentures (except where the Act otherwise requires) of the Company.

4. **No Notice of Trust** : Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
5. **Issue of warrants or other instruments:** Subject to the applicable statutory provisions, rules, regulations and guidelines and necessary approvals, the Company shall have power to issue warrant or other instrument, whether independent or attached with some other instrument or detachable and whether bearing any face value or not and with or without any right or entitlement or option to subscribe to or exchange with the equity shares or any kind of securities or not. The terms and conditions of such warrant or instrument may be decided by either under any applicable statutory provisions, rules, regulations, guidelines or by a special resolution of the members of the Company passed at a general meeting authorizing issue of such warrant or instrument or by the Board of Directors of the Company.
6. (i)**Commission for placing shares:** The Company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the percentage of rate or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made there under.
- (ii)**Rate of Commission in accordance with the Rules:** The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40 of Companies Act, 2013 as amended from time to time.
- (iii) **Mode of Payment of commission:** The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
7. (i)**Kinds of Share Capital:** The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
- a) Equity share capital:
    - i. with voting rights; and / or;
    - ii. with differential rights as to dividend, voting or otherwise
  - b) Preference share capital
- (ii) **Variation of Members' rights:** If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourth of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(iii) To every such separate meeting, the provisions of the regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

8. **(i) Further issue of capital:-** The Board or the Company as the case may be, may, in accordance with the Act and the Rules, issue further shares to:

- a) Persons who, at the date of offer, are holders of equity shares of the Company in proportion, as nearly as circumstances admit, to the paid up share capital on those shares by making an offer with right to renouncement as available under law
- b) Employees under any scheme of Employees' Stock Option subject to fulfillment of conditions as applicable under applicable laws to the company; or
- c) Any persons, whether or not those person include the persons referred to in clause (a) or (b) above, subject to conditions as prescribed under law.

**(ii) Mode of further issue of shares:** A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of right issue, bonus issue or in any other manner that the Board may deem fit, preferential offer, private placement, subject to and in accordance with the provisions of the Act and the Rules.

**(iii) Issue of Further shares not to affect rights of existing members:** The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further share ranking *pari-passu* therewith.

9. **Power to issue redeemable preference shares:** Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution be issued on such terms and conditions of redemption and in such manner as the company before the issue of the shares may, determine, subject to applicable laws as amended from time to time.

10. **Allotment of shares by Directors for Consideration other than cash:** Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the Capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up shares, otherwise than for cash and if so issued be deemed to be fully paid up or partly paid up shares, as the case may be.

11. **Acceptance of shares:** An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles; and every person who thus or otherwise accepts any share and whose name is on the Register of Members shall, for the purposes of these Articles, be a Member. The Directors shall comply with the provisions of Sections 39 and 40 of the Act so far as applicable.

- 12. Liability of Members:** Every member, or his heirs, executors or administrators or other representative, 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 Directors shall, from time to time, in accordance with these Articles, Act, Rules and other applicable laws, require or fix for the payment thereof.
- 13. Form and manner of Issue of Certificate:** Certificate shall be issued in the form and manner prescribed in the Act, the Rules and other applicable laws.
- 14. Company entitled to Dematerialize its Securities:** Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its shares, debentures and other securities pursuant to the Depositories Act, 1996 and to offer its further shares, debentures and other securities for subscription in a dematerialised form. The security holders, however, shall also have the right to rematerialize the securities as per prevailing provisions and rules under the Act.
- 15. Option to receive Share Certificate or hold shares with depository:** A shareholder of the Company shall have the option either to receive certificates for such shares or hold the shares in dematerialized form with a depository.
- 16. Endorsement on Certificate:** Every endorsement upon the certificate of any share in favour of any transferee thereof shall be signed by such person for the time being authorised by the Board in that behalf.

#### LIEN

- 17. (i) Company's Lien on shares :** The company shall have a first and paramount lien—
- a) On every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
  - b) On all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

**(ii).Lien to extend to Dividends, Bonus etc.:** The company's lien, if any, on a share shall extend to all dividend, bonuses, rights and other corporate benefits declared from time to time in respect of such shares.

- 18. Company to enforce Lien by sale:** The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:
- Provided that no sale shall be made
- (i) unless a sum in respect of which the lien exists is presently payable; or
  - (ii) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given

to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

**19. (i) Validity of sale:** To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

**(ii) Purchaser to be registered holder:** The purchaser shall be registered as the holder of the shares comprised in any such transfer.

**(iii) Purchaser not affected:** The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

**20. (i) Application of proceeds of sale:** The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

**(ii) Payment of residual money:-** The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

**21. Waiver of Lien:** Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

### **CALLS ON SHARES**

**22. (i) Board may make calls:-** 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 monies unpaid on the shares (whether on account of the nominal value of the shares or by way of premium) 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.

**(ii) Notice of Call:** Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

**(iii) Revocation or postponement of call:** A call may be revoked or postponed at the discretion of the Board.

**23. Call to take effect from date of resolution:** A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.

**24. Liabilities of joint holders of shares:** The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

**25. (i) Call to carry Interest:** If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate as may be fixed by the Board.

**(ii). Board may waive Interest:** The Board shall be at liberty to waive payment of any such interest wholly or in part.

**26. (i). Sums deemed to be calls:** Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

**(ii). Effect of non-payment of sums:** In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

**27. Payment in anticipation of calls may carry interest:** The Board—

**(a)** may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

**(b)** upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be agreed upon between the Board and the member paying the sum in advance.

**(c)** 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. 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.

**28. Board may extend time for payment of any call:** The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more Members as the Board may deem appropriate in any circumstance.

**29. Call on shares of same class to be on uniform basis:** All calls shall be made on a uniform basis on all shares falling under the same class.

Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

**30. Provisions as to calls to apply mutatis mutandis to debentures, etc.:** The provisions of these Articles relating to calls shall mutatis mutandis apply to other securities including debentures of the Company.

## TRANSFER OF SHARES

**31. (i) Instrument of transfer to be executed by transferor and transferee:** The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

**32. Board may refuse to register transfer:-** The Board may, subject to the right of appeal conferred by section 58 decline to register—

(a) The transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) Any transfer of shares on which the company has a lien. Or

(c) Any transfer of shares on any valid grounds which the Board may deem fit.

**33. Notice of refusal to be given to transferor and transferee.**

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

**34. No Fee on Transfer:** 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.

**35. Board may decline to recognize instrument of transfer:** The Board may decline to recognize any instrument of transfer unless—

(a) The instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(b) The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) The instrument of transfer is in respect of only one class of shares.

**36. Transfer of shares when suspended:-** On giving seven days' previous notice in accordance with section 91 and rules made there under, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

**37. Power to refuse sub-division and/or consolidation:** Notwithstanding anything contained hereinabove, the Directors/Committee of Transfer of the Company, may in their absolute discretion refuse sub-division and/or consolidation of Share Certificates or Debenture Certificates into denominations of less or more than marketable lots except where such sub-division and/or consolidation is required to be made to comply with a statutory provision or an order of a competent court of law.

**38. Company not liable for disregard of a notice prohibiting registration of transfer:**

The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made, or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register 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 require 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.

**39. Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.:** The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

**40. Transfer of Shares by Promoters / Promoter Group:** Notwithstanding anything contained in these Articles of Association and subject to relevant Acts, laws, rules and regulations prevailing at the relevant point of time along with amendments thereof, the Promoters / Promoters group (hereinafter, collectively called as Promoters) shall have the right to transfer the securities held by them in the Promoters Category subject to the Promoters Agreement as agreed by them and binding to them as a group. However, the Promoters shall give the first right of refusal to the existing promoters of the Company as per the Promoters agreement.

The Promoters have entered into a binding agreement restricting and specifying by contract the manner of transfer to transfer/sale or otherwise dispose off the shares to any person other than promoter group which is binding to the Promoters as a group.

The procedure to deal with transfer of shares by the Promoters shall be governed by the Inter-se Promoters Agreement entered into by and between the Promoters/Promoter Group and the Company, subject to all applicable Laws, Rules and regulations whichever and wherever applicable.

## TRANSMISSION OF SHARES

**41. (i) Title to shares on death of a member:** 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 shareholder, shall be the only persons recognized by the company as having any title to his interest in the shares.

**(ii) Estate of deceased member liable:** Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

**42. (i) Transmission:** Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

**(ii) Board's right unaffected:** The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

**43. (i) Right to election of holder of share:** If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

**(ii) Manner of testifying election:** If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

**(iii) Limitations applicable to notice:** All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

**44. Claimant to be entitled to same advantage:** A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

**Provided that** the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have complied with.

#### **45. Nomination:**

- 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.
- 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.

#### **46. Transmission of Securities by Nominee**

A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either

- a. to be registered himself as holder of the security, as the case may be; or
- b. to make such transfer of the security, as the case may be, as the deceased security holder, could have made;
- c. 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;
- d. 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.

#### **FORFEITURE OF SHARES**

- 47. If money payable on share not paid, notice to be given to Member:-** If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued and all the expenses that may have been incurred by the Company by reason of non-payment.

**48. Form of Notice:-**The notice aforesaid shall—

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

**49. In default of payment, shares to be forfeited:-** If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

**50. Entry of forfeiture in Register of Member:** When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting Member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of member but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

**51. (i) Certificate of forfeiture:-** A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

**(ii) Consideration for forfeiture and transfer of forfeited share:-** The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

**(iii) Transferee to be registered as holder:-** The transferee shall thereupon be registered as the holder of the share; and

**(iv) Transferee not affected:-** The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

**52. Sums deemed to be calls:** The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

**53. Forfeited shares to be property of the Company and may be sold etc.:** A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.

- 54. Cancellation of Forfeiture:** At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
- 55. Member still liable to pay money owing at the time of forfeiture:**
- a. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay and shall pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
  - b. All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the moneys due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.
- 56. Cessation of liability:** The liability of such person shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.
- 57. Effect of forfeiture:** The forfeiture of share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.
- 58. Validity of sale:** Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for 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 after his name has been entered the Register of Members in respect of such shares, the validity of the sale shall not be impeached by any person.
- 59. Cancellation of share certificates in respect of forfeited shares:** Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.
- 60. Surrender of share:** The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any Member desirous of surrendering the same on such terms as it may think fit.
- 61. Provisions as to forfeiture of shares to apply mutatis mutandis to debentures etc.:** The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

## ALTERATION OF CAPITAL

**62. Company may alter its Capital in certain ways:-** Subject to the provisions of section 61, the company may, by ordinary resolution, as amended from time to time—

(a) Increase its authorized capital by such amount as it thinks expedient.

(b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

(c) Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(d) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; however in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.

(d) Cancel any shares which, at the date of the passing of the resolution, 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.

**63. Transfer of Stock:-** Where shares are converted into stock,—

The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations 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 amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but with full power, nevertheless, at the discretion to waive such rules in any particular case.

**64. Rights of stock-holders:**

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

(b) Such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.

**65. Reduction of capital:-** The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law,—

- (a) Its share capital; and/or
- (b) Any capital redemption reserve account; and/or
- (c) Any share premium account, and/or
- (d) Any other reserve in the nature of capital.

**66. Provisions relating to the redemption of preference shares:** Whenever any preference shares are issued by the Company which are or at the option of the Company are liable to be redeemed, the same shall be redeemed in accordance with the provisions of Section 55 of the Act and the Rules made thereunder.

### **JOINT HOLDERS**

**67. Joint-holders:** Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the provisions as contained in these Articles.

**68. Liability of Joint- holders:** The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such shares.

**69. Death of one or more joint holders:** On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

**70. Delivery of certificate and giving of notice to first named holder:** 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 the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

**71. Receipt of one holder sufficient:** Any one of two or more joint holders of a share may give effectual receipts of any dividends, bonuses or other monies payable in respect of such share.

**72. Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.:** The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.

### ISSUE OF DEBENTURES

**73.** Any debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles, at a discount, premium or otherwise or may be issued on the condition that they shall be convertible into shares of any denomination or with any special privileges or conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the general meeting, appointment of directors and otherwise.

### CAPITALISATION OF PROFITS

**74. Capitalization:-** 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 Article 75 below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

**75. Sum how applied:-**

- (i) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (ii), either in or towards—
  - a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
  - b) 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;
  - c) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
- (ii) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
- (iii) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

**76. (i) Powers of the Board for capitalization:-** Whenever such a resolution as aforesaid shall have been passed, the Board shall—

- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
- (b) generally do all acts and things required to give effect thereto.

**(ii) Board's power to issue fractional Certificate/coupon etc.:-** The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(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 capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

**(iii) Agreement binding on members:-** Any agreement made under such authority shall be effective and binding on such members.

### **BUY-BACK OF SHARES**

77. Notwithstanding what is stated in these Articles, in the event it is permitted by the Act and rules thereunder and subject to such conditions, approvals or consents as may be laid down for the purpose, the Company shall have the power to buy-back its own shares or other specified securities, whether or not there is any consequent reduction of Capital. If and to the extent permitted by Act, the Company shall also have the power to re-issue the shares or other specified securities so bought back.

### **GENERAL MEETINGS**

78. **Annual General Meeting:** Subject to the provisions of the Act, an Annual General Meeting of the Members of the Company shall be held every year within six months from the date of closing of each financial year, provided that not more than 15 months shall elapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon by the Registrar under the provisions of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called during business hours, that is, between such time as prescribed in the Act, on any day that is not a National Holiday and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situate.

79. **Extra Ordinary General Meeting:-**All general meetings other than annual general meeting shall be called extraordinary general meeting.

80. **Power of Board to call Extraordinary General Meeting and conduct Postal Ballot:** The Board may, whenever it thinks fit, call an Extra Ordinary General Meeting.

If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or one tenth of total number of members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

The Company can pass any resolution permitted by the Act through Postal Ballot and such resolution(s) shall be deemed to have been duly passed at a General Meeting convened in that behalf on the date of announcement of results of Postal Ballot.

**81. Provisions as to General Meetings to apply mutatis mutandis to each Meeting:** To every such separate meeting, the provisions of these Articles relating to General Meetings shall mutatis mutandis apply.

### **PROCEEDINGS AT GENERAL MEETING**

**82. Length of Notice for calling meeting:** A General Meeting of the Company may be called by giving not less than clear twenty one day's notice in writing or through electronic mode, however, a General Meeting may be called after giving a shorter notice if consent is given in writing or by electronic mode by not less than ninety five percent of the members entitled to vote at such meeting.

Provided that where any members of the Company are entitled to vote only on some resolution or resolutions to be moved at meeting and not on others, those members shall be taken into account for the purposes of this clause in respect of the former resolution or resolutions and not in respect of the latter.

**83. To whom notice to be given:** Such notice shall be given to -

- (i) Every member of the Company, legal representative of any deceased Member or the assignee of an insolvent Member;
- (ii) Every Director of the Company,
- (iii) Auditor or Auditors of the Company; or
- (iv) Any other person as may be specified in the Act and rules made thereunder.

**84. Omission to give notice or non-receipt of notice shall not invalidate proceedings:** The accidental omission to give notice to or other the non-receipt of notice by, any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.

**85. Explanatory Statements:** Where any items of business to be transacted at the meeting are deemed to be Special there shall be annexed to the notice of the meeting a statement as specified under section 102 of the Act, read with respective rules made there under.

**86. Business to be transacted at meetings:** In the case of an Annual General Meeting all business to be transacted at the meeting shall be deemed special with the exception of business relating to-

- (i) The consideration of the Financial Statements, (including the consolidated financial statements, if applicable), and the Reports of the Board of Directors and Auditors,
- (ii) The declaration of dividend,
- (iii) The appointment of Directors in the place of those retiring and
- (iv) The appointment of and the fixing of the remuneration of the Auditors. In the case of any other meeting all business shall be deemed as special business.

- 87. Circulation of members resolutions:** Upon a requisition of members complying with the provisions of Section 111 of the Act, the Directors shall comply with the obligations of the Company under the said Act relating to circulation of members' resolutions and statements.
- 88. (i) Presence of Quorum:** No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) Quorum of General Meeting:** Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
- 89. Chairperson of the meetings:** The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
- 90. Directors to elect a Chairperson:** If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
- 91. Members to elect a Chairperson:** If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
- 92. Casting vote of Chairperson:** On any business at any General Meeting, in case of equality of votes, whether on a show of hands or electronically or on a poll, Chairperson shall have a second or casting vote.

#### **ADJOURNMENT OF MEETING**

- 93. Chairperson may adjourn the meeting:-** The Chairperson may, suo-moto adjourn the 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.
- 94. Adjournment of meeting when quorum not present:**  
If, within half an hour from the time appointed for holding the meeting, a quorum of members is not present, the meeting if convened by or upon requisition of members shall be dissolved, but in any other case it shall stand adjourned pursuant to the provisions of subsection (2) of section 103 of the Act.
- 95. (i) Quorum for the adjourned Meeting.:** In case at the adjourned meeting also, quorum is not present within half-an-hour from the time appointed for holding meeting, the members present shall be the quorum and may transact the business and decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place, if a quorum had been present.
- (ii) Business at adjourned meeting:** No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**(iii) Notice of adjourned meeting:** 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.

**96. Notice of adjourned meeting not required:** 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.

### **VOTING RIGHTS**

Subject to any rights or restrictions for the time being attached to any class or classes of shares,-

**97. Voting:** A Member may exercise his vote at a meeting by electronic means in accordance with the provisions of the Act and the Rules or voting through poll or by show of hands and he shall be entitled to vote only through one mode.

**98. Equal rights of members:** (i) Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

**99. Votes of Joint holder:**(i) 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.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

**100. Indebted members not to vote:** No member shall be entitled to exercise any voting right on any question either personally or by proxy or upon poll (including voting by electronic means) 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 or has exercised any right of lien.

**101. Vote of person of unsound mind and of minor:** A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be casted by his guardian.

**102. Representation of corporations:** A Member being a Body Corporate (whether a company within the meaning of the said Act or not) may by resolution of its Board of Directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, or at any meeting of any class of members 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 which he represents as that body could exercise if it were a member.

**103. Validity of Vote casted by the Proxy:-**

- a. A vote given in pursuance of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or any power-of-attorney under which such proxy was signed or the transfer of the shares in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received at the Registered Office of the Company before the commencement of meeting or adjourned meeting at which the proxy is used.
- b. In case of e-voting, a Member shall be deemed to have exercised his voting rights by himself, even if any other person had voted using the login credentials of that Member.

**104. Business may proceed pending poll:** Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

**105. Chairman's declaration of result of voting by electronic means or poll (if any) conclusive:-**

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.

Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

A declaration of result by the Chairman on electronic voting or poll (if any) that a resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

**PROXY**

**106.** The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

**107.** In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy or where that is allowed one or more proxies, to attend and vote instead of himself and that a proxy need not be a member.

## **BOARD OF DIRECTORS**

**108.** The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

**109. Number of Directors:** Until otherwise determined by the members of the Company through special resolution, and subject to the provisions of Section 149 of the Act, the number of directors shall not be less than three and not more than fifteen.

**110. Rotation of Directors:-** Not less than two-thirds of the total number of Directors of the Company shall be persons whose period of office is liable to determination by retirement of Directors by rotation; and save as otherwise expressly provided in the Act; be appointed by the Company in General Meeting.

Explanation: for the purposes of this Article “total number of Directors” shall not include Independent Director, whether appointed under the Act or any other law for the time being in force on the Board of the Company.

**111. Provision regarding Directors retiring by rotation:**

- a. Subject to the provisions of Section 152 of the Act at every Annual General Meeting, one-third of such of Rotational Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third, shall retire from office.
- b. The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot. A retiring Director shall be eligible for re- election.
- c. At the Annual General Meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto.
- d. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a National Holiday, till the next succeeding day which is not a holiday, at the same time and place.
- e. If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting unless:
  - (i) at the meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost;
  - (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed;
  - (iii) he is not qualified or is disqualified for appointment;
  - (iv) a resolution, whether special or ordinary, is required for his appointment or re-appointment by virtue of any provisions of the said Act; or
  - (v) Section 162 of the Act is applicable to the case.

**112. Notice of candidature when to be given:** A person who is not a retiring Director shall subject to the provisions of the Act, be eligible for appointment to the Office of Director at any General Meeting, if he or some member intending to propose him has, not less than fourteen days before the meeting, left at the Registered Office of the Company a notice in writing under his hand signifying his candidature for the office of Directors or as the case may be, the intention of such Member to propose him as a candidate for the office, along with deposit of one lakh rupees or such other amount as may be specified in the Act and relevant Rules. The amount so deposited shall be refunded to such person or, as the case may be, to the Member, if the person proposed gets elected as a Director or gets more than 25% of total valid votes cast either on show of hands or on poll or by any electronic mode on such resolution.

The Company shall inform its members of the candidature of the person for the office of director under Section 160(1) in such manner as may be prescribed.

**113. Same individual may be appointed as Chairperson and Managing Director/Chief Executive Officer:-** The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.

**114. Independent Director:-** The Board shall consist of at least such number of Independent Directors as are statutorily required and such Directors shall possess such qualification as may be prescribed under the Act and shall be appointed for such tenure as prescribed by the Act and the Rules and they shall not be liable to retire by rotation and shall be paid, apart from sitting fees as referred in this Article such remuneration as may be decided by Board of Directors in accordance with the approval granted by the Members in General Meeting. Independent Director shall not be entitled to any stock options.

**115. Directors may appoint Additional Directors:**

(i) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

**116. Nominee Director:-** Whenever the Company enters into an agreement or contract with the Central or State Government, a local authority, bank or any financial Institutions, or any person or persons or any body corporate (hereinafter referred to as “the appointer”) for borrowing any money or for providing any guarantee or security or for underwriting shares or debentures or other securities of the Company, the Board shall have, subject to the provisions of Section 152 and 161 of the Act, the power to agree that such appointer shall have it and to the extent provided by the terms of such agreement or contract the right to appoint or nominate, by a notice in writing addressed to the Company, one or more Directors on the Board, for such period and upon such conditions as may be mentioned in the agreement or contract. The Board may also agree that any such Director or Directors may be removed from time to time by the appointer entitled to appoint or nominate them and the appointer, may appoint another or others in his or

their place and also fill any vacancy which may occur as a result or any Director or Directors appointed or nominated under this Articles shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the other Directors of the Company, including payment of remuneration and traveling expenses to such Director or Directors as may be agreed by the Company with the appointer. A Director appointed under this Article is herein referred as “Nominee Director” and the term “Nominee Director” means any director for time being in office under this Article.

**117. Appointment of Alternate Director and Vacating of Office:-**

- a. The Board of Directors may appoint a person, not being a person holding any alternate directorship for any other Director in the Company, as 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.
- b. No person shall be appointed as an alternate director for an Independent Director unless he is qualified to be appointed as an Independent Director as per the provisions of the Act.
- c. An Alternate Director shall be entitled to notice of meetings of the Directors, and to attend and vote thereat accordingly.
- d. An Alternate Director shall not hold office for a period longer than that permissible to the original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to India.
- e. If the term of office of the Original Director is determined before he so returns to India as aforesaid any provision for the automatic re- appointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director.

**118. Filling up of casual vacancies:-**

- a. 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, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board.
- b. 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 it has not been vacated as aforesaid.

**119. Register of Directors etc. and of Directors Shareholdings:**

The Company shall arrange to maintain Register of Directors, Key Managerial Personnel, containing the particulars and in the form and manner as prescribed by the Act. It shall be the duty of every Director and other persons regarding whom particulars have to be maintained in such Registers to disclose to the Company any matters relating to himself as may be necessary to comply with the provisions of the Act.

**120. Remuneration of Directors:** The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

**121. Remuneration to require members’ consent:** The remuneration payable to the directors, including any managing director or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by a resolution passed by the Company in general meeting as prescribed under the Act.

**122. Sitting fees to the Directors:** The Board may from time to time fix the sitting fee to be paid to Directors or any Committee/s of Board of Directors thereof not exceeding such amount as is permissible under the Act and Rules made thereunder, for attending the meeting.

**123. Remuneration for extra services rendered by the Director:**

If any Director be called upon to perform extra services or special exertion or efforts (which expression shall include work done by a Director as member of any committee formed by the Directors) the Board may, subject to the provisions of the Act and Rules, arrange with such Directors for such special remuneration for such extra services or special exertions or either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration above provided.

**124. Appointment of Directors to be voted on individually:**

- a. At a General Meeting of the Company a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution, unless a proposal to move such a resolution has first been agreed to by the meeting without any vote being given against it.
- b. A resolution moved in contravention of clause (a) above shall be void, whether or not objection was taken at the time to its being so moved;

**125. Removal of Director:** The Company may by an ordinary resolution remove any Director (not being a Director appointed by the Tribunal in pursuance of Section 242 of the Act) in accordance with the provisions of Section 169 of the Act. A Director so removed shall not be re-appointed as a Director by the Board of Directors.

**126. Meeting through video conferencing:** The Board of Directors or any committee of the Board of Directors thereof shall be entitled to hold its meeting through video conferencing or audio visual means or other permitted means and in conducting the Board/Committee meetings through such video conferencing or audio visual or other permitted means the procedures and the precautions as laid down in the Act and the relevant Rules shall be adhered to with regard to every meeting conducted through video conferencing or audio visual means or other permitted means.

The scheduled venue of the meetings shall be in India, shall be deemed to be the place of the said meeting and all recordings of the proceedings at the meeting shall be deemed to be made at such place.

**127. Notice of Meetings:**

- a. Subject to provisions of Section 173 (3) of the Act, notice of not less than seven days of every meeting of the Board of Directors of the Company shall be given in writing to every Director at his address registered with the company and shall be sent by hand delivery or by post or through electronic means.
- b. The meeting of the Board may be called at a shorter notice to transact urgent business subject to the condition that at least one Independent Director of the Company shall be present at the meeting. In the event, any Independent Director is not present at the meeting called at shorter notice, the decision

taken at such meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one Independent Director.

**128. Quorum for Meetings:**

The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one third being rounded off as one), or two directors whichever is higher and the directors participating by video conferencing or by other permitted means shall also be counted for the purposes of this Article.

Provided that where at any time the number of interested Directors exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of the Directors who are not interested, being not less than two, shall be the quorum during such time.

**Explanation:** The expressions “interested Director” shall have the meanings given in Section 184(2) of the Act and the expression “total strength” shall have the meaning as given in Section 174 of the Act.

**129. Procedure of meeting adjourned for want of Quorum:**

If a meeting of the Board could not be held for want of a quorum then the meeting shall automatically stand adjourned to the same day in the next week, at the same time and place, or if that day is a National Holiday, till the next succeeding day which is not a National Holiday at the same time and place.

**130. Resolutions by circulation:**

A resolution not being a resolution required by the said Act or otherwise to be passed at a meeting of the Directors, may be passed without any meeting of the Directors or of a committee of Directors provided that the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee as the case may be, at their addresses registered with the Company in India, by hand delivery or by post or courier or through electronic means as permissible under the relevant act and rules made thereunder and has been approved, in writing, signed whether manually or by secured electronic mode, by a majority of the members of Board of Directors or of a committee thereof, as are entitled to vote on the resolution.

**PROCEEDINGS OF THE BOARD**

**131. (i).Meeting of Board:** A minimum number of four meetings of the Directors shall have been held in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit, subject to the provisions of the Act.

**(ii).Who may summon Board meeting:-** A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

**132. Question at Board Meeting how decided:**

(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

**133. Directors may act notwithstanding vacancy:** 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.

**134. (i).Who to preside at meetings of the Board:** The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

**(ii).Directors to elect a Chairperson:** If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

**135. Board may constitute Committees:** (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

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

**136. (i).Chairperson of Committee:** A committee may elect a Chairperson of its meetings.

**(ii).Who to preside at meetings of Committee:** 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.

**137. (i).Committee to meet:** A committee may meet and adjourn as it thinks fit.

**(ii).Questions at Committee meeting how decided AND Casting vote of Chairperson at Committee meeting:-** 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.

**138. Validity of acts of Directors:-**All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

139. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

### **POWERS OF BOARD**

#### **140. General Power of the Board**

- a. Subject to the provisions of Section 135,179, 180, 181, 182, 183, 184, 185, 186, 188 and 203 of the Act, and these articles, the Board of Directors of the Company shall be entitled to exercise all such powers, give all such consents, make all such arrangements, be nearly do all such and things as the Company is authorized to exercise and do.

Provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act, or any other Act or by the Memorandum of Association of the Company or these articles or otherwise, to be exercised or done by the Company in general meeting. Provided further that in exercising any such power or doing any such act or thing the Board shall be subject to the provisions contained in this behalf in Act or in any other Act or in the Memorandum of Association or in any regulations not inconsistent therewith and duly made there under including regulations made by the Company in general meeting.

- b. 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.

141. **Power to delegate:** Save as provided by the Act or by these presents and subject to the restrictions imposed by Section 179 of the Act, the Board may delegate all or any powers by the said Act or by the Memorandum of Association or by these presents reposed in them to any of its committee of directors, the managing director, the manager or any other officer of the company.

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

142. **Appointment of Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer:** 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 think fit; and 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.

143. **Key Managerial Personnel:** In accordance with the provisions of the Act and the Rules, the Company shall have Key Managerial Personnel as mentioned in the Act.

## MANAGING DIRECTOR

### **144. Power to appoint Managing Director:**

Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint, from time to time, any of its member as a Managing Director or Joint Managing Director, Whole Time Director, Manager or Chief Executive Officer of the Company, either for a fixed term, or without any limitation as to the period for which he or they is or are to hold such office but in any case not exceeding 5 (Five) years at a time and upon such terms and conditions as the Board thinks fit, and subject to the provisions of these Articles, the Board may, by resolution, vest in such Managing Director or Joint Managing Director, Whole Time Director, Manager or Chief Executive Officer of the Company such of the powers hereby vested in the Board generally, as it thinks fit, and such powers may be made exercisable for such period or periods; and upon such conditions and subject to such restrictions, as it may determine. The remuneration of a Managing Director, Joint Managing Director Whole Time Director, Manager or Chief Executive Officer may be by way of salary and/or allowances, commission or participation in profits or perquisites of any kind, nature or description, or by any or all of these modes, or by any other mode(s) not expressly prohibited by the Act or the Rules made thereunder, or any notification or circular issued under the Act.

### **145. Powers and duties of Managing Director:**

The Board of Directors may from time to time entrust to and upon a Managing Director or Joint Managing Director for the time being such of the powers exercisable under these Articles by the Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may 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 of such powers, unless and until otherwise determined that a Managing Director may exercise all the powers exercisable by the Directors, save such powers as by the Act or by these Articles shall be exercisable by the Directors themselves.

## THE SEAL

### **146. The Seal, its custody and use :**

- (i) The Board shall provide for the safe custody of the seal.
- (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one director and of the secretary or such other person as the Board may appoint for the purpose; and the director and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

## MINUTES

### **147. Minutes:**

- a. The Company shall cause minutes of the proceedings of every General Meeting or any class of Members or Creditors and every resolution passed by a Postal Ballot and of all proceedings of every meeting of its Board of Directors or of every Committee of the Board, to be prepared and signed in such manner as may be prescribed by the Act and the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.
- b. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed:-
  - i. In the case of minutes of proceedings of a meeting of the Board or of a Committee thereof, by the Chairman of the said meeting or the Chairman of the next succeeding meeting.
  - ii. In the case of minutes of proceedings of a General Meeting by the Chairman of the same meeting within the aforesaid period of thirty days or in the event death or inability of that Chairman within that period, by a Director duly authorize by the Board for the purpose.

**148. Minutes to be evidence of proceedings record** Minutes of proceedings of every General Meeting and of the proceeding of every meetings of the Board kept in accordance with these presents shall be evidence of the proceedings recorded therein.

**149. Inspection of minutes book of general meeting:** The books containing the minutes of the proceedings of General Meetings of the Company and the minutes of the resolution passed by postal ballot, shall be kept at the Registered Office of the Company or such other place as may be approved by the Board and shall be open during the business hours to the inspection of members without charge, subject to such reasonable restrictions as the Company may impose.

**150. Members may obtain copy of minutes:** Any Member shall be entitled to be furnished, within time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, as per the provisions of the Act and Rules, with a copy of the minutes of General Meeting.

### **151. Recording of Minutes**

- a. In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- b. The minutes of each meeting shall contain a fair and correct summary of proceedings thereat.
- c. All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- d. In the case of a meeting of the Board of Director or of a committee of the Board, the minutes shall also contain:
  - i. The names of the Directors present at the meeting;

- ii. In the case of each resolution passed at the meeting the name of the Directors, if any dissenting from or not concurring on the resolution.

### **REGISTER**

**152. Statutory Register:** The Company shall keep and maintain all Statutory Registers as prescribed under the Act and the Rules (in physically or electronic mode), at its Registered Office or such other place as per the Act and the Rules and for such duration, as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The Registers and copies of Annual Returns shall be available for inspection during working hours on all working days, during such time as may be fixed by the Board, at the place where such Registers are kept and maintained, by the persons entitled thereto on payment, where required of such fees as may be fixed by the Board of Directors not exceeding the limits prescribed by the Act and Rules or without any fees in absence of any fees fixed by the Board in this behalf.

### **NOTICES AND SERVICE OF DOCUMENTS**

**153. Members to notify Address for registration:**

- a. It shall be imperative on every member to notify to the Company for registration of his place of address in India and if he has no registered address within India to supply to the Company an address within India for giving of notices to him.
- b. A member may notify his email address if any, to which the notices and other documents of the company shall be served on him by electronic mode.
- c. The Company's obligation shall be satisfied when it transmits the email and the company shall not be responsible for failure in transmission beyond its control.

**154. Notice Subject to Section 20 of the Act,** a document may be served by the Company on any member thereof by sending it to him by post or by registered post or by speed post or by courier or by delivering at his address (within India) supplied by him to the company for the service of notices to him.

**155. When notice may be given by advertisement:** Any notice required to be given by the Company to the members or any of them and not expressly provided for by these presents shall be sufficiently given, if given by advertisement, once in English and once in a vernacular daily newspaper circulating in the city, town or village in which the registered office of the Company is situated.

**156. Signature to notice:** Any notice given by the Company shall be signed (digitally or electronically) by a Director or by the Secretary or some other officer appointed by the Directors and the signature thereto may be written, facsimile, printed, lithographed, Photostat.

**157. Service of documents on company:** A document may be served on the Company or on an officer thereof by sending it to the Company or officer at the Registered Office of the Company by post or by Registered Post or by leaving it at its Registered Office, or by means of such electronic mode or other mode as may be specified in the Act and the relevant Rules.

## DIVIDENDS AND RESERVE

**158. Company in general meeting may declare dividends:** The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

**159. Interim dividends:-** Subject to the provisions of the Act, 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.

**160.(i). Dividends only to be paid out of profits:** 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, think fit.

**(ii). Carry forward of profits:** The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

**161.(i). Division of profits:** 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.

**(ii). Payments in advance:** 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.

**(iii). Dividends to be apportioned:** 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.

**162. No member to receive dividend whilst indebted to the Company and Company's right to reimbursement there from:** The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

**163.(i). Dividend how remitted:** Any dividend, interest or other monies payable in cash in respect of shares maybe 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.

**(ii). Instrument of payment:** Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

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

**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.

**166. No interest on dividends:** No dividend shall bear interest against the company.

**167. Discharge to Company:** Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to have made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

**168. Waiver of dividends:**

The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

### ACCOUNTS

**169. Books of Account:** The Company shall maintain such books of accounts and other books and papers as prescribed under the provisions of the Act and the Rules. Such books of accounts and papers shall be kept at such place as prescribed under the Act or as the Board of Directors think fit, subject to compliance with the applicable provisions of the Act.

**170.(i) Inspection by Directors:** 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.

**(ii) Inspection by members:** 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.

**171. Financial Statements to be laid before the member:** Subject to the provisions of the Act, at every Annual General Meeting of the Company the Directors shall lay before the Members of the Company, a Financial Statements for each financial year.

**172. Contents of Financial Statements:** The Financial Statements shall give a true and fair view of the state of affairs of the Company at the end of the period of the account. Financial Statements shall comply with the provisions of Section 129 and 133 of the Act.

**173. Financial Statements how to be signed:**

- a. Financial Statement shall be signed in accordance with the provisions of section 134 of the Act.
- b. The Directors shall make out and attach to every Balance Sheet laid before the Company in General Meeting a Report of the Board of Directors which shall comply with the requirements of and shall be signed in the manner provided by Section 134 of the Act.

**174. Right of Members to copies of Financial Statements and Auditors' Report:**

- a. A copy of every Financial Statements (including consolidated Financial Statements if any, the Auditors' Report and every other document required by law to be annexed or attached, as the case may be, to the Financial Statement) which is to be laid before the Company in General Meeting shall not less than twenty one days before the date of meeting be sent to the persons as authorized to receive a copy thereof under the Act.
- b. If the copies of the documents aforesaid are sent less than twenty one days before the date of the meeting they shall, notwithstanding that fact, be deemed to have been duly sent if it is so agreed by ninety five percent of the members entitled to vote at the meeting.
- c. The accidental omission to send the documents aforesaid, to or the non- receipt of the documents aforesaid by, any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.
- d. Any member or holder of debentures of the Company whether he is or is not entitled to have copies of the Company's Financial Statements sent to him, shall on demand, be entitled to be furnished without charge, with a copy of the last Financial Statements and every other documents required by law to be annexed or attached thereto.

**175. Accounts to be audited:** The financial statements, book of accounts and other relevant books and papers of the Company shall be examined and audited in accordance with the provisions of the Act and the Rules.

**176. Provisions relating to Auditors:** Appointment, re-appointment, rotation, removal, resignation, eligibility, qualification, disqualification, remuneration, powers and duties etc. of the Auditors whether Statutory, Branch and Internal Auditor, shall be in accordance with the provisions of the Act and the Rules.

**177. When accounts to be deemed finally settled:** Every account when audited and approved by a General Meeting shall be conclusive.

**178. Secretarial Audit:** In case the Company is required to get its secretarial records audited by a Secretarial Auditor, the same shall be got audited, in the manner prescribed under the provisions of the Act and the Rules.

**179. Secretarial Auditors:** Appointment, re-appointment, rotation, removal, resignation, eligibility, qualification, disqualification, remuneration, powers and duties etc. of the Secretarial Auditors shall be in accordance with the provisions of the Act and the Rules.

## SECRECY

### **180. Secrecy Clause**

- a. Every Director, Manager, Auditor, Member of a Committee, officer, servant, agent, accountant, consultant or other person employed or engaged in the business of the Company, shall observe strict secrecy respecting all transactions and affairs of the Company and shall not reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board of Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- b. No member shall be entitled to visit any office the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's working, trading or any matter which is or may be in the nature of a secret, mystery of trade or secret process, which may relate to the conduct of the business of Company and which in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate to the public.

## WINDING UP

### **181. Winding up of Company:-** 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 AND INSURANCE

### **182. Directors and officers right to indemnity:**

- a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such Director, Managing Director, Whole time Director, Manager, Company Secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director, Managing Director, Whole Time

Director Manager, Company Secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

- b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court

**183. Insurance:** The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors, key managerial personnel or officers for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

### **GENERAL POWERS**

**184. General Power:** Where any provisions of the Act, provides that the Company shall do such act, deed, or thing, or shall have a right, privilege or authority to carry out a particular transaction, only if it is so authorised in its Articles, in respect of all such acts, deeds, things, rights, privileges and authority, this Article hereby authorises the Company to carry out the same, without the need for any specific or explicit Article in that behalf.

We, the Partners of Partnership Firm, M/s. MEHTA SECURITIES, joint stock company within the meaning of Part IX of the Companies Act, 1956 whose names and addresses are given below, being desirous to get our said joint stock company registered under the Companies Act, 1956 for the purpose of continuing to carrying on our activities but in pursuance of this Memorandum of Association, we respectively confirm our shares in the share capital of the. company set opposite our respective names.

Names, addresses, descriptions, Occupation and signatures of subscribers	Number of Equity shares taken by each subscribers	Name, address, description and occupation of witness
<p><b>1. Zest Investments Pvt. Ltd.</b>            "Shreejinivas", Opp. B.O.B.            B/h. H. L. C. C.,            Navrangpura,            Ahmedabad-380 009            Acting through it's Director            Mr. Ramniklal D. Sojitra            Sd/- R. D. Sojitra</p>	<p>100            (One Hundred )</p>	<p>Common Witness to Subscribers No.1 to 4            Witness for Both            Lalit B. Vidhani            S/o Bhagwan L. Vidhani</p>
<p><b>2. Mrs. Bhavna D. Mehta</b>            "Shreejinivas", Opp. B.O.B.            B/h. H. L. C. C.,            Navrangpura,            Ahmedabad-380 009            W/o Darshan V. Mehta Investor            Sd/ Bhavna D. Mehta</p>	<p>100            (One Hundred)</p>	<p>B-15, O.N.G.C. Colony, Sabarmati,            AHMEDABAD.380 005            Sd/- L. B. Vidhani            Student</p>
<p><b>3. Sangath Investment Pvt. Ltd.</b>            "Shreejinivas", Opp. B.O.B.            B/h. H. L. C. C.,            Navrangpura,            Ahmedabad-380 009            Acting through it's Director            Mr. Dhaval D. Sheth            Sd/- D. D. Sheth</p>	<p>100            (One Hundred)</p>	
<p><b>4. Mr. Vasantlal Mehta</b>            "Shreejinivas", Opp. B.O.B.            B/h. H. L. C. C.,            Navrangpura,            Ahmedabad-380 009            S/o, Popatlal Mehta            Advocate            Sd/- V. P. Mehta</p>		

Names, addresses, descriptions, Occupation and signatures of subscribers	Number of Equity shares taken by each subscribers	Name, address, description and occupation of witness
<p><b>5. Mrs. Indira Mehta</b>  "Shreejinivas", Opp. B.O.B  B/h. H. L. C. C.,  Navrangpura,  Ahmedabad-380 009  W/o Vasantlal Mehta  Investor Sd/- I. V. Mehta</p>	<p>100  (One Hundred)</p>	
<p><b>6. V. P. Mehta (HUF)</b>  "Shreejinivas", Opp. B.O.B  B/h. H. L. C. C.,  Navrangpura,  Ahmedabad-380 009  Acting through it's Karta  Mr. Vasantlal P. Mehta  Sd/ V. P. Mehta</p>	<p>100  (One Hundred)</p>	<p>Common Witness to  Subscribers No. 1 to 4</p>
<p><b>7. Mr. Darshan Mehta</b>  "Shreejinivas", Opp. B.O.B  B/h. H. L. C. C.,  Navrangpura,  Ahmedabad-380 009  S/o Vasantlal Mehta  Chartered Accountant  Sd/- D. V. Mehta</p>	<p>200  (Two Hundred)</p>	<p><b>Mr. Dipak K. Shah</b>  003, Law Garden  Appartments,  Scheme-1,  Opp. Law Garden,  Ellisbridge,  <b>Ahmedabad-380 006</b></p>
<p><b>8. Darshan Mehta (HUF)</b>  "Shreejinivas", Opp. B.O.B  B/h. H. L. C. C.,  Navrangpura,  Ahmedabad-380 009  Acting through it's Karta  Mr. Darshan V. Mehta  Sd/ D. V. Mehta</p>	<p>100  (One Hundred)</p>	<p>S/o Kiritbhai Shah  Service  Sd/- Dipak K. Shah</p>
<p><b>9. Shreeji Family Trust</b>  "Shreejinivas", Opp;. B.O.B  B/h. H. L. C. C.,  Navrangpura,  Ahmedabad-380 009  Acting through it's Trustee  Mr. Darshan V. Mehta  Sd/ D. V. Mehta</p>	<p>100  (One Hundred)</p>	
	<p><b>1000</b>  <b>(One Thousand)</b></p>	

Place : AHMEDABAD

Dated this 27<sup>th</sup> day of July, 1994