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**MEMORANDUM AND**

**ARTICLES OF ASSOCIATION**

**OF**

**FLAIR WRITING INDUSTRIES LIMITED**

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सत्यमेव जयते

**GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

**Certificate of Incorporation**

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 18 the Companies (Incorporation) Rules, 2014]

I hereby certify that FLAIR WRITING INDUSTRIES PRIVATE LIMITED is incorporated on this Twelfth day of August Two thousand sixteen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U74999MH2016PTC284727.

Given under my hand at Manesar this Twelfth day of August Two thousand sixteen .



Arya Jayant Pyarelal

Deputy Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on [www.mca.gov.in](http://www.mca.gov.in)

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

FLAIR WRITING INDUSTRIES PRIVATE LIMITED

63 B/C, GOVERNMENT INDUSTRIAL ESTATE,, CHARKOP, KANDIVALI  
WEST,, MUMBAI, Mumbai City, Maharashtra, India, 400067



**Certificate of Incorporation Consequent upon conversion to Public Limited Company**



सत्यमेव जयते

**GOVERNMENT OF INDIA**  
**MINISTRY OF CORPORATE AFFAIRS**

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

Corporate Identity Number: U74999MH2016PLC284727

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF FLAIR WRITING INDUSTRIES PRIVATE LIMITED

I hereby certify that FLAIR WRITING INDUSTRIES PRIVATE LIMITED which was originally incorporated on Twelfth day of August Two thousand sixteen under the Companies Act, 2013 as FLAIR WRITING INDUSTRIES PRIVATE LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Mumbai vide SRN G88177001 dated 30.05.2018 the name of the said company is this day changed to FLAIR WRITING INDUSTRIES LIMITED.

Given under my hand at Mumbai this Thirtieth day of May Two thousand eighteen.



**ANIL YADAV**

Registrar of Companies

RoC - Mumbai

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

FLAIR WRITING INDUSTRIES LIMITED  
63 B/C, GOVERNMENT INDUSTRIAL ESTATE,, CHARKOP,  
KANDIVALI WEST,, MUMBAI, Mumbai City, Maharashtra, India,  
400067





सत्यमेव जयते

# GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

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

Corporate Identity Number: U51100MH2016PLC284727

## SECTION 13(1) OF THE COMPANIES ACT, 2013

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

The shareholders of M/s FLAIR WRITING INDUSTRIES LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 08-06-2020 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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

Given under my hand at Mumbai this Sixth day of July Two thousand twenty.



Indrajit AjmalBhai Vania

Registrar of Companies

RoC - Mumbai

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

FLAIR WRITING INDUSTRIES LIMITED

63 B/C, GOVERNMENT INDUSTRIAL ESTATE,, CHARKOP, KANDIVALI  
WEST,, MUMBAI, Maharashtra, India, 400067



**THE COMPANIES ACT, 2013**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**FLAIR WRITING INDUSTRIES LIMITED**

**(A Company under Part I of Chapter XXI of the Companies Act, 2013)**

1. Mr. Khubilal Rathod, S/o Mr. Jugraj Rathod, aged about 66 years, an Indian Inhabitant, having address as 101-401, Joy Solitaire Bldg, Plot 3, S RD 5, Friends Chs Ltd, JVPD Scheme, Vile Parle West, Mumbai, Maharashtra – 400056, hereinafter called the Party of the **'First Part'**;
2. Mrs. Manjula Rathod, W/o Mr. Vimalchand Rathod, aged about 61 years, an Indian Inhabitant, having address as Plot No – 51, Flat No – 601, Nutanlaxmi Chs, Abhay Bldg, 9th Road, JVPD Scheme, Vile Parle W, Mumbai, Maharashtra – 400056, hereinafter called the Party of the **'Second Part'**;
3. Mrs. Sangita Rathod, W/o Mr. Rajesh Rathod, aged about 44 years, an Indian Inhabitant, having address as 401-501, Joy Solitaire Bldg, Plot 3, S RD 5, Friends Chs Ltd, JVPD Scheme, Vile Parle West, Mumbai, Maharashtra – 400056, hereinafter called the Party of the **'Third Part'**;
4. Mr. Mohit Rathod, S/o Mr. Khubilal Rathod, aged about 38 years, an Indian Inhabitant, having address as 401 – 501, Joy Solitaire Bldg, Plot 3, S RD 5, Friends Chs Ltd, JVPD Scheme, Vile Parle West, Mumbai, Maharashtra – 400056, hereinafter called the Party of the **'Fourth Part'**;
5. Mr. Vimalchand J. Rathod, S/o Mr. Jugraj Rathod, aged about 65 years, an Indian Inhabitant, having address as Plot No – 51, Flat No – 601, Nutan Laxmi Chs, Abhay Bldg, 9th Road, JVPD, Vile Parle W, Mumbai, Maharashtra – 400056, hereinafter called the Party of the **'Fifth Part'**;
6. Mrs. Nirmala Rathod, W/o Mr. Khubilal Rathod, aged about 63 years, an Indian Inhabitant, having address as 401-501, Joy Solitaire Bldg, Plot No 3, N S RD 5, Friends Chs Ltd, JVPD Scheme, Vile Parle West, Mumbai, Maharashtra – 400056, hereinafter called the Party of the **'Sixth Part'**;
7. Mr. Sumit Rathod, S/o Mr. Vimalchand Rathod, aged about 34 years, an Indian Inhabitant, having address as 601, Plot No 51, Nutan Laxmi Chs Ltd, Abhay Bldg, 9th Road, JVPD Scheme, Vile Parle W, Mumbai, Maharashtra – 400056, hereinafter called the Party of the **'Seventh Part'**;

AND WHEREAS the parties hereto have been carrying on manufacturing and dealing in Pens, Ball Pens, Refills and other stationery Items, other plastic articles/materials etc, or any other business under partnership agreement dated 6th January, 1986 and the Supplementary Deed of Partnership dated, 1st April, 2015 from their offices at 63, B/C, Government Industrial Estate, Charkop, Kandivali (W), Mumbai- 400067 and the said Partnership having been duly registered under the provisions of Indian Partnership Act, 1932 with the Central Registration Centre, Gurgaon, Haryana in the name and style of M/S. FLAIR WRITING INSTRUMENTS (hereinafter referred to as the firm).

Subsequently the following parties were entered as partners of the Partnership firm vide supplemental Partnership Deed dated 10th March, 2016 as Part Eight, Part Ninth and Part Tenth respectively.

8. Mr. Rajesh Rathod, S/o Mr. Khubilal Rathod, aged about 44 years, an Indian Inhabitant, having address as 401 – 501, Joy Solitaire Bldg, Plot 3, S RD 5, Friends Chs Ltd, JVPD Scheme, Vile Parle West, Mumbai, Maharashtra – 400056, hereinafter called the Party of the '**Eighth Part**'
9. Mrs. Shalini Rathod, W/o Mr. Mohit Rathod, aged about 37 years, an Indian Inhabitant, having address as 401, 4<sup>th</sup> Flr, Friends CHS Ltd, RD No 5, JVPD Scheme, Vile Parle West, Mumbai, Maharashtra – 400056, hereinafter called the Party of the '**Ninth Part**'
10. Mrs. Sonal Rathod, W/o Mr. Sumit Rathod, aged about 32 years, an Indian Inhabitant, having address as 601, Abhay Apartment, Plot No 51, Nutan Laxmi Chs Ltd, JVPD Scheme, N S RD No 2, Vile Parle West, Mumbai, Maharashtra – 400056, hereinafter called the Party of the '**Tenth Part**'

And whereas all the parties hereto who are the members of the said Co - partnership business, for the sake of smooth working and effective management and improvement and advancement of business have agreed that all the members of the partnership incorporate themselves into a Joint Stock Company (having its meaning as defined by section 366 of the Companies Act, 2013) will abide by and be subject to the declaration and regulation contained in Memorandum and Articles of Association as following.

AND WHEREAS the parties hereto have expressed their desire vide unanimous resolution passed at their meeting held on 11<sup>th</sup> June, 2016 to register the firm under Part I of Chapter XXI of the Companies Act, 2013 as a Private Limited Company and execute this Memorandum of Association with the intention of continuing to carry on the said business of the partnership firm M/S FLAIR WRITING INSTRUMENTS through a Company limited by shares and so that on registration, all the property, movable and immovable (including actionable claims) belong to or vest in the Company so registered and so that such registration shall not affect the rights or liabilities in respect of any debts or obligations incurred or contracts entered into by the said firm before registration.

AND WHEREAS the parties hereto have mutually adjusted their respective rights and accounts in the said partnership firm so as to register as a joint stock company for continuing and carrying on the said business of the firm uninterrupted with the

Authorized Capital of Rs. 20,00,000 (Rupees Twenty Lacs only) divided into 2,00,000 (Two Lac ) equity shares of Rs. 10/- (Rupees Ten Only) each.

And whereas the parties hereto have mutually adjusted their respective rights and accounts in the said partnership so as to vest as a Company limited by shares and continuing the said business of the firm uninterrupted with all its existing business, assets and liabilities and having authorized share capital of Rs. 20,00,000 /- (Rupees Twenty Lacs only) divided into 2,00,000 (Two Lac) Equity Shares of Rs. 10/- (Rupees Ten only) each.

And whereas the parties hereto in the said partnership of Joint Stock company have mutually settled the share holding of subscribed capital amongst themselves as the members of the said Join Stock Company, in the following manner.

S.NO.	NAME OF PARTIES	Paid up Capital (Amount in Rs.)	No of Share Entitled to on registration Rs. 10/- per share paid up
1	Mr. Khubilal J Rathod	4,00,000	40,000
2	Mrs. Manjula V Rathod	2,00,000	20,000
3	Mrs. Sangita R Rathod	1,00,000	10,000
4	Mr. Mohit K Rathod	2,00,000	20,000
5	Mr. Vimalchand J Rathod	3,00,000	30,000
6	Mrs. Nirmala K Rathod	2,00,000	20,000
7	Mr. Sumit V Rathod	2,00,000	20,000
8	Mr. Rajesh K Rathod	2,00,000	20,000
9	Mrs. Shalini M Rathod	1,00,000	10,000
10	Mrs. Sonal S Rathod	1,00,000	10,000
	<b>Total Nos. of Shares</b>	<b>20,00,000</b>	<b>200,000</b>

AND WHEREAS the said joint stock company has been registered on the principles of having for its members, the holding of its shares and accordingly the members of the Joint Stock Company are only the persons mentioned herein above and the shareholders hereto have, for the better and efficient management of the company, agreed that the said Joint Stock Company be governed by the following objects, rules and regulations and shall continue to carry on inter alia the business hitherto carried on by the said partnership firm under the name and style of **M/S FLAIR WRITING INSTRUMENTS** and for the purpose shall be entitled to the said firm and its business as a going concern together with all its assets and liabilities including inter alia all licenses, permits, authorizations, registration, pending contracts and all other rights, benefits and advantages as also outgoings, whether provided for or contingent and whether tangible or intangible and whatsoever and howsoever.

NOW THIS INDENTURE WITNESSETH that each of the parties hereto so far as it relates to the acts and deeds of himself, or herself and his or her legal representatives, heirs, executors, and administrators and also in his, her or their different capacities all hereby covenant and agree among themselves that they and the several persons, if any, who shall or may 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 & style specified in Memorandum and that such Company and the members thereof shall be subject to the declaration and regulation contained the Memorandum and Articles of Association. And whereas it was proposed to name the Joint Stock Company as M/S **FLAIR WRITING INDUSTRIES PRIVATE LIMITED**, which was approved by the Central Registration Centre, Gurgaon, Haryana, therefore it is now proposed that:

**NOW THIS MEMORANDUM WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THEIR RIGHTS AND OBLIGATIONS BE GOVERNED BY THE FOLLOWING RESOLUTIONS THAT IS TO SAY:**

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 incorporated under the provisions of the Companies Act, 2013

- I The name of the company is "**FLAIR WRITING INDUSTRIES LIMITED**".
- II The Registered Office of the Company will be situated in the State of Maharashtra i.e within the jurisdiction of Registrar of Companies, Maharashtra at Mumbai.
- III The objects for which the Company is established are:

**A. THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION IS:**

1. To convert the existing partnership i.e. Flair Writing Instruments into Private Limited Company along with all its assets and liabilities under Part 1 of Chapter XXI of the Companies Act, 2013 and the erstwhile Partnership firm stand dissolved.
2. To carry on the business of manufacturers, purchasers, sellers, exporters, importers, traders, fabricators, commission agents, Assemblers, marketers or otherwise dealers in Roller pens, Gel pens, Ballpoint pens, fountain Pens, stylograph pens, including tips and nozzles of all types of pens and ball point pens, micro tip and fiber tip pen or pens with or without any fiber tip or pens with any other tips, spare parts, plastic items, plastic molded parts and accessories of pens including tips, any item of stationeries.
3. To buy, sell, supply, store, stock, maintain, manufacture, trade or otherwise provide support services and deal in all kinds and varieties of Personal Protective Equipment (PPE)/Products including but not limited to Face protection, goggles and masks or face shield, gloves, gown or coverall, head cover, rubber boots, sanitizer, surgical equipments, medical devices and medical products, health



products/supplements, personal care kits and instruments and other relevant items/products.\*\*

4. To carry on business as manufacturers, producers, fabricators, processors, stockiest, agents, importers, exporters, traders, whole sellers, distributors, or dealers in any commodities, substances, articles, merchandise, goods, and things including but not limited to all kinds of tradable products and articles etc whether solid or liquid or gaseous, acting as agents, commission agents, forwarding agents, clearing agents, distributors, warehousemen, licencees, merchants, traders, sales organisers, representatives of manufacturers of commodities, goods articles, materials and things and for that purpose to buy, to sell exchange, market, pledge, distribute, install, service, maintain, or otherwise deals in commodities, goods articles and things.\*\*

**B. MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE 3(A) ARE:**

1. To buy, sell, exchange, install, work, alter, improve, export and otherwise deal in all kinds of plant, machinery, wagons, rolling stock, apparatus, tools, utensils, substances, materials and things necessary or convenient for carrying on any of the Business which the company is authorised to carry on or are usually dealt in by persons engaged in such business.
2. To enter into agreements with other companies'/partnership firms who shall subscribe to the shares of the Company and thereby availing finance for the purpose of development of property.
3. To establish and promote computer training education and to promote, develop, train, buy and sell object oriented technology and database.
4. To hold, use, work, manage, improve, carry on, develop the undertaking, lands and movable estate or property and assets of any kind of the Company or any part thereof and to dispose of any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as may be thought fit for the benefit of the Company and to accept payments or satisfaction for the same in cash or otherwise.
5. To subscribe for, take or otherwise acquire and hold shares, stocks, debentures or other securities, as may be conducive for development, construction, operation and maintenance of properties of any other Company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly to benefit of the Company.
6. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, or any other useful institutions in their objects or purposes or for any exhibitions but not for political objects.

7. To improve, manage, develop exchange, lease or let, lend, under-lease, sub-let, and mortgage, dispose of, deal with in any manner, reserve or otherwise deal with any property of the Company or rights therein.
8. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donation gratuities pensions, allowances or emoluments to any persons who are were at any time in the employment or service to Company or which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary Company or who are/were at any time Director or officers of the Company or of any such other Company as aforesaid and the wives, widows, families and dependents of any such persons and also to establish and subsidies and subscribe to any institutions, associations, club or funds calculated to be for the benefit of or to advance be interest well-being of the Company or of any such other company as aforesaid and make payment to or towards the insurances of any such persons as aforesaid and to any matters aforesaid either or in conjunction with any such other company as aforesaid.
9. To provide for the welfare of Director's, employees, or ex-employees of the Company and wives, widows and families of the dependents or connection of such persons by building or contributing for the building, houses, dwelling or quarters, or by grants of money, pensions, gratuities, allowance, bonus, profit sharing bonus or benefits or other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds profit sharing or other scheme or trust and by providing or subscribing, or contributing towards places of instruction and recreation, hospitals and dispensaries medical and other attendants, and other assistance as the Company shall think fit.
10. To aid monetarily or otherwise, any association, body or movement having similar object, the solution, settlement or labour problems or the promotion of industry or trade.
11. To acquire and undertake all or any part of the business property and liabilities of any person, company carrying on or proposing to carry on any business which the Company is authorized to carry on or possessed of property suitable for the purpose of the Company which can be capable of being conducted so as directly to benefit the Company and to subsidies or assist any such persons or company financial or otherwise.
12. To vest any movable or immovable property rights or interests acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
13. To pay all preliminary expenses of any company promoted by the Company or any company in which this company is or may contemplate being interested

including in such preliminary expenses all or any part of the cost and expenses of owners of any business or property acquired by the Company.

14. To procure the incorporation, registration or other recognition of the Company in any country, state or place outside India and to establish and maintain local registers and branch places of business in any part of the world subject to law in force.
15. To create any depreciation fund, reserve fund, sinking fund, insurance fund, educational fund or any other special fund or reserves whether for depreciation or for repairing improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purposes conducive to the interest of the Company.
16. Subject to the provision of the Companies Act, 2013 to place to reserve or to distribute as dividends or bonus share among the members or otherwise to apply any money received by way of premium on shares or debentures issued at a premium by the Company and any money received in respect of dividends accrued on or arising from the sale of forfeited shares.
17. To establish, promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly, calculated to benefit the Company and to place or guarantee the placing of subscribed for or otherwise all or any part of the shares, business capable of being conducted so as directly or indirectly to benefit the Company.
18. To pay out of the funds of the Company all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital including any undertaking or other commissions, broker's fees and charges in connection therewith and to remunerate (by cash or other assets or by the allotment of fully or partly paid up shares ) or by a call or option on shares, debentures, debenture-stocks, or securities of this or any other company or in any other manner whether out of the Company's capital or profits or otherwise to any person or persons for services rendered in introducing any property or business to the Company, in placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenture -stocks or other securities of the Company as the directors may think proper.
19. To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal with cheques, drafts, bills of exchange, promissory notes, hundi's, debenture bonds, bills of lading, railway receipts, warrants and all other negotiable or transferable instruments.
20. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company, to promote or aid in the promotion of any other company or partnership for the

purpose of acquiring all or any of the properties, rights or liabilities of the Company or for any other purposes which may seem directly or indirectly calculated to benefit the Company

21. To open account or accounts, either current or overdraft with any banker/bank and to draw, make, accept, endorse, discount, execute, and issue checks, promissory notes, hounds, bills of exchange, bills of lading, warrants, debentures, and other negotiable instruments in the course of the company's business.
22. To apply for, tender, purchase or otherwise acquire and contracts, sub-contracts, licenses and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake execute, carry out dispose of or otherwise turn to account the same.
23. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertakings having similar objects and generally of any assets, property or rights.
24. To take part in the management, supervision and control of the business or operation of any company or undertaking having similar objects and for that purpose to appoint and remunerate any directors, trustees, accounts, or other experts.
25. Subject to the provisions of the Act, to pay for any properties, rights or privileges acquired by the Company either in shares of the Company or partly in shares and partly in cash or otherwise.
26. To amalgamate, enter into partnership or into any arrangement for sharing or pooling of profits, amalgamation, union of interest, cooperation, joint venture, reciprocal concession or otherwise with any person, firm or company carrying on or engaged in or about to carry on any business or transaction which may seem capable of being carried on or conducted so as, directly or indirectly to benefit the Company.
27. To lend, invest or otherwise employ or deal with money belonging to or entrusted to the Company in the securities and shares or other movable or immovable property or without security upon such terms and in such manner as may be thought proper from time to time, to vary such transactions and investment in such manner as the director may think fit subject to the provisions of the Companies Act 2013.
28. To purchase or otherwise acquire, protect, prolong and renew any rights, licenses, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account the same and to grant license or privileges in respect of the same.
29. To pay or satisfy the consideration for any property, rights, shares, securities or assets whatsoever which the Company is authorized to purchase, or otherwise

acquire either by payment in cash or by the issue of shares, or other securities of the Company, or in such other manner as the company may agree to partly in one mode and partly in another.

30. To search for and to purchase, protect, prolong, renew or otherwise acquire from any Government, state or authority any, protections, licenses, concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned, to account to work develop, carry out, exercise and turn to account the same.
31. To lend money on mortgage of immovable property or against bank guarantee on such terms as the directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or deal with the same.
32. To furtherance of the aforesaid objects of the Company to enter into negotiations with and enter into arrangements and contracts and conclude the same with foreign and/or Indian parties and other persons for obtaining by grant, license, and/or on other terms, formulate rights and other rights and benefits, and to obtain technical and engineering information assistance and service knowhow and expert advice, and to pay for technical Know-how, technical and engineering assistance and information and/or service rights or privileges acquired by the Company either in shares of the Company or partly in cash or otherwise and to pay to promoters such remuneration and fees and otherwise recompense them for their time and for the service rendered by them.
33. To act as principal or agent to do above things as may be incidental or conducive to the attainment of above objects, as principals and as or through agents, brokers, trustees, contractors, either alone or in partnership or in conjunction with others.
34. Subject to the provisions of Section 73 of the Companies Act, 2013 and the rules made there under and the directives of the Reserve Bank of India with respect to limits of deposit which may be accepted from its members, to borrow or raise or secure the payments of money or to receive money on deposit at interest for any of the purposes of the Company and at such time and from time to time and in such manner as may be thought fit and in particular by the issue of debenture or debenture-stocks convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received or for any such debentures or debenture-stocks so issued to mortgage, pledge or charge the whole or any part of the property, assets, or revenue and profits of the Company present or future including its uncalled capital by special assignments or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other power as may seem expedient and to purchase, redeem or pay off any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company as

the case may be provided that the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.

35. To enter into any agreements and to take all necessary or proper steps with the Governments or with other authorities imperial, supreme, national, local, municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of carrying out the objects of the Company directly or indirectly or effecting any modifications in the constitution of the Company or furthering interests of its members and to oppose any such steps taken by any other Company, firm or person which may be considered likely directly or indirectly to prejudice the interest of the Company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interests of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the company.
36. To indemnify members, officers, directors, agents and employees of the Company against proceedings, cost, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company or any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of their offices or in relation thereto.
37. Subject to the provisions of the Act, the company shall have power to borrow any sum or sums of money for the purpose of the company on such terms and conditions and from such person or persons, firms, bank or any such financial institution or any governments or semi-government corporation as the company may deem fit.
38. To refer to or agree to refer any claims, demands, disputes or any other question by or against the Company or in which the Company is interested or concerned and whether between the Company and the member or members or his or their representatives, or between the Company and third parties, to arbitration and to observe and perform and to do all acts, matters and things to carry out or enforce the awards.
39. To register patent, trade mark or other inventions with appropriate authorities.
40. To acquire and undertake the whole or any part of the business property and liabilities of any person carrying on any business which the company is authorized to carry on.
41. To acquire and or otherwise take on lease or on leave and license basis premises as may be required to pursue the principal object of the company.
42. To enter into negotiation, collaboration, technical or otherwise with any persons, Firm, company, bodies corporate, institutions or Government for obtaining by Grant license or on other terms formulate and to obtain technical information, Know-how and expert advice.

43. To borrow money from banks, institution and other agencies for the object of the company at such terms as may be decided by the Board of Directors time to time.
44. In the event of winding up, to distribute all or any of the company amongst the members in specie or kinds or any proceeds or sales or disposal of any property of the company, subject to the provisions of the Companies Act, 2013.
45. To undertake, carryout, promote, and sponsor development including any program for promoting the social and economic welfare or the uplift of the public in any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner without Prejudice to the generality of the promoting of rural development shall also include any programmed for promoting the social and economic welfare of or the uplift of the public in any rural areas which the Directors considers it likely to promote, assist rural development and that word rural area shall include such area as may be regarded as rural areas under section 35CC of the Income Tax Act, 1961 or any other law relating to rural development for the time being in force or as may be regarded by the Directors as rural areas.
46. To train or pay for training in India or abroad of any of company's employees or offices or any candidate in interest of or furtherance of the company's objects.
- IV The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- \*V The Authorized Share Capital of the Company is Rs 55,00,00,000/- (Rupees Fifty –five Crore) divided into 11,00,00,000 (Eleven Crore) equity shares having face value of Rs. 5/- (Five) each."**

\* The Authorised capital was increased from Rs. 30,10,00,000/- (Rupees Thirty Crore Ten Lakh) divided into 3,01,00,000 (Three Crore One Lakh) Equity Shares of Rs. 10/- (Ten) each to Rs. 55,00,00,000/- (Rupees Fifty-Five Crore) divided into 5,50,00,000 (Five Crore Fifty Lakh) Equity Shares of Rs. 10/- each vide resolution passed at the Extra-Ordinary General Meeting held on March 20, 2023. It was further amended to reflect the Sub-Division in the authorized share capital of the Company such that the authorized share capital of Rs. 55,00,00,000/- (Rupees Fifty-Five Crore only) of equity shares of Rs.10/- each shall be sub-divided to 11,00,00,000 (Eleven Crore) equity shares having face value of Rs. 5/- (Five) each"

\*\* The Clause III (A) of Memorandum of Association was amended by adding point no. 3 and point no. 4 after the existing point no. 2 vide resolution passed at the extra-ordinary general meeting held on June 08, 2020.

We, the several persons whose names, addresses and descriptions are herein under subscribed below, are desirous of being formed into a Company, in pursuance of this **MEMORANDUM OF ASSOCIATION** and we respectively agree to take the Number of shares in the Capital of the company set opposite to our respective names:

Name, Address, Description and Occupation of each Subscriber	No. of Equity Shares Taken by each Subscriber	Signature of Subscriber	Signature Names, Address, Description & Occupation of Witness
Mr. Khubilal Jugraj Rathod S/o Jugraj Shrichand Rathod 101-401, Joy Solitiare Bldg, Plot No. 3, N S Rd 5, Friends CHS Ltd, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	40,000 (Forty Thousand Only)	Sd/-	<p style="text-align: center;">Sd/- Witness to the Subscribers Name: Ravindra C. Kanojiya S/o: Chandulal B. Kanojiya Add: Room No. A/11, Sai Sadan Chawl, Tanaji Nagar, Malad (E), Mumbai 400 097. I witness to subscribers who have subscribed &amp; signed in my presence further I have verified their legal identity details (ID) for their identifications and satisfied my self &amp; their identification particulars as filled in.</p>
2. Manjula Vimalchand Rathod W/o Vimalchand Jugraj Rathod Plot No. 11, Nutan Laxmi CHS Ltd, CTS No. 261, JVPD Scheme, N S Road 10, Mumbai-400049 Business	20,000 (Twenty Thousand Only)	Sd/-	
3. Vimalchand Jugraj Rathod S/o Jugraj Shrichand Rathod Plot No. 51, Flat No. 61, Nutan Laxmi CHS, Abhay Bldg, 9 <sup>th</sup> Road, JVPD Vile Parle W, Mumbai- 400056 Business	30,000 (Thirty Thousand Only)	Sd/-	
4. Sangita Rajesh Rathod W/o Rajesh Khubilal Rathod 401-501, Joy Solitiare Bldg, Plot No. 3, N S Rd 5, Friends CHS Ltd, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	10,000 (Ten Thousand Only)	Sd/-	
5. Sumit Vimalchand Rathod S/o Vimalchand Jugraj Rathod 601, Plot No. 51, Nutan Laxmi CHS Ltd, Abhay Bldg, 9th Road, JVPD Scheme, Vile Parle W, Mumbai- 400056 Business	20,000 (Twenty Thousand Only)	Sd/-	
6. Nirmala Khubilal Rathod W/o Khubilal Jugraj Rathod 401-501, Joy Solitiare Bldg, Plot No. 3, N S Rd 5, Friends CHS Ltd, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	20,000 (Twenty Thousand Only)	Sd/-	
7. Mohit Khubilal Rathod S/o Khubilal Jugraj Rathod 401-501, Joy Solitiare Bldg, Plot No. 3, N S Rd 5, Friends CHS Ltd, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	20,000 (Twenty Thousand Only)	Sd/-	
8. Sonal Sumit Rathod W/o Sumit Vimalchand Rathod 601, Abhay Apartment, Plot No. 51, Nutan Laxmi CHS, JVPD Scheme, N S Road No. 2, Vile Parle W, Mumbai- 400056 Business	10,000 (Ten Thousand Only)	Sd/-	
9. Rajesh Khubilal Rathod S/o Khubilal Jugraj Rathod 401-501, Joy Solitiare Bldg, Plot No. 3, N S Rd 5, Friends CHS Ltd, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	20,000 (Twenty Thousand Only)	Sd/-	
10. Shalini Mohit Rathod W/o Mohit Khubilal Rathod 401, 4 <sup>th</sup> Flr, Friends CHS Ltd, Plot No. 5, JVPD Scheme, Vile Parle West, Mumbai- 400056 Business	10,000 (Ten Thousand Only)	Sd/-	



**THE COMPANIES ACT, 2013**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION  
OF**

**FLAIR WRITING INDUSTRIES LIMITED**

These amended Articles were adopted pursuant to a Special Resolution passed at the Annual General Meeting held on 26 <sup>th</sup> June, 2023
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**I. PRELIMINARY**

**Table F not to apply but Company to be governed by these Articles**

The regulations contained in Table F in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as such regulations are repeated, contained or expressly made applicable in these Articles or by the said Act. The regulations for the management of the Company and for the observance by the Members thereof and their representatives, shall, subject to any exercise of the statutory power of the Company with reference to the repeal or alteration of, or addition to, its regulations by Special Resolution, as prescribed by the Companies Act, 2013 be such as are contained in these Articles.

**II. Interpretation:**

1. In the interpretation of these Articles the following words and expressions shall have the meanings set out below, unless repugnant to the subject or context:

1. **“Act”** means “The Companies Act, 2013” including the rules framed, circulars and notifications issued thereunder or any other statutory modification or re-enactment thereof for the time being in force.
2. **“Articles”** means these Articles of Association as may, from time to time, be altered in accordance with the Act.
3. **“Annual General Meeting”** means a general meeting of the members held in accordance with the provisions of Section 96 of the Act or any adjourned meeting thereof
4. **“Auditors”** means and include those persons appointed as such for the time being by the Company or, where so permitted by Applicable Law, by its Board
5. **“Applicable Law”** means the Act, and as appropriate, includes any other statute, law, listing agreement, regulation, ordinance, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, notifications and clarifications or other governmental instruction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any governmental authority having jurisdiction over the matter in question, or mandatory standards as may be applicable from time to time
6. **“Beneficial Owner”** means and include beneficial owner as defined in clause (a) sub-Section (1) of Section 2 of the Depositories Act, 1996 or such other act as may be applicable

7. **“Board Meeting”** means a meeting of the Directors or a committee thereof duly called and constituted
8. **“Board” or “Board of Directors”** means the means the collective body of the directors for the time being of the Company
9. **“Capital”** means the share capital for the time being raised or authorised to be raised, for the purpose of the Company
10. **“Chairman”** means the Chairman of the Board for the time being.
11. **“Committee”** means any committee of the Board of Directors of the Company formed as per the requirements of Act or for any other purpose as the Board may deem fit
12. **“Company” or “This Company”** means **“FLAIR WRITING INDUSTRIES LIMITED”**;
13. **“Chief Executive Officer”** means an officer of the Company, who has been designated as such by the Company
14. **“Chief Financial Officer”** means a person appointed as the Chief Financial Officer of the Company
15. **“Company Secretary” or “Secretary”** means a company secretary as defined in clause (c) of sub-Section (1) of section 2 of the Company Secretaries Act, 1980 (56 of 1980) who is appointed by the Company to perform the functions of a company secretary under the Act
16. **“Debenture”** means and includes debenture-stock, bonds and any other debt securities of the Company, whether constituting a charge on the assets of the Company or not, but shall exclude such instruments or securities not deemed to be “debentures” under the Companies Act, 2013
17. **“Depositories Act”** means the Depositories Act, 1996 and includes any statutory modification or enactment thereof
18. **“Depository”** means a Depository as defined in clause (e) sub- section (1) of section 2 of the Depositories Act, 1996 and includes a company formed and registered under the Companies Act, 1956 which has been granted a certificate of registration under sub Section (1A) of section 12 of the Securities and Exchange Board of India Act, 1992.
19. **“Director”** means a director appointed to the Board of the Company.
20. **“Dividend”** includes interim Dividend
21. **“Extraordinary General Meeting”** means an extraordinary general meeting of the Members duly called and constituted and any adjourned meeting thereof.
22. **“Electronic Mode”** means carrying out electronically based, whether main server is installed in India or not, including, but not limited to:
  - i. business to business and business to consumer transactions, data interchange and other digital supply transactions;
  - ii. offering to accept deposits or inviting deposits or accepting deposits or subscriptions in securities, in India or from citizens of India;
  - iii. financial settlements, web based marketing, advisory and transactional services, database services and products, supply chain management;
  - iv. online services such as telemarketing, telecommuting, telemedicine, education and information research; and all related data communication services
  - v. facsimile telecommunication when directed to the facsimile number or or electronic mail directed to electronic mail address, using any electronic communication mechanism that the message so sent, received or forwarded is storable and retrievable;

- vi. posting of an electronic message board or network that the company or the officer has designated for such communications, and which transmission shall be validly delivered upon the posting; or
  - vii. other means of electronic communication, in respect of which the company or the officer has put in place reasonable systems to verify that the sender is the person purporting to send the transmission; and
  - viii. video conferencing, audio- visual mode, net conferencing and/or any other electronic communication facility.
23. **“Financial Year”** means the period ending on the 31st day of March every year
  24. **“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.
  25. **“In writing” or “written”** means and include printing, typing, lithographing, computer mode and other modes of reproducing words in visible form
  26. **“Independent Director”** means a Director fulfilling the criteria of independence and duly appointed as per Applicable Law.
  27. **“Key Managerial Personnel”** means such persons as defined in Section 2(51) of Act
  28. **“Managing Director”** means a Director who, by virtue of the articles of the Company or an agreement with the company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the company and includes a Director occupying the position of managing Director, by whatever name called.
  29. **“Meeting” or “General Meeting”** means a meeting of the Members of the Company.
  30. **“Members”** in relation to the Company, means- (a) the subscribers to the Memorandum of Association of the Company who shall be deemed to have agreed to become members of the company, and on its registration, shall be entered as member in its register of members, (b) every other person who agrees in writing to become a member of the Company and whose name is entered in the register of members of the Company; (c) every person holding shares in the Company and whose name is entered in Register of Beneficial Owners as Beneficial Owner.
  31. **“Memorandum of Association”** means the memorandum of association of the Company as altered from time to time.
  32. **“Month”** means a calendar month
  33. **“Office” or “registered office”** in relation to the Company, means the registered office of the Company.
  34. **“Officer”** includes any director, manager, Key Managerial Personnel or any person in accordance with whose instructions or directions the Board of Directors or any one or more of the Directors of the company is or are accustomed to act.
  35. **“Ordinary Resolution”** means a resolution referred to in Section 114 of the Act.
  36. **“Paid up”** means the Capital which is paid up presently.

37. **“Persons”** includes any artificial juridical person, corporations or such other entities as are entitled to hold property in their own name.
38. **“Postal Ballot”** means voting by post through any electronic mode as permitted under Applicable Law.
39. **“Register of Beneficial Owners”** means the register of members in case of shares held with a Depository in any media as may be permitted by law, including in any form of Electronic Mode
40. **“Register of Members”** means the register of Members, including any foreign register which the Company may maintain pursuant to the Act and includes Register of Beneficial Owners.
41. **“Registrar”** means the Registrar of Companies of the state in which the Registered Office of the Company is for the time being situated
42. **“Seal”** means the common seal of the Company
43. **“Security”** means shares, Debentures and/or such other securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956
44. **“Shares”** means a share in the share capital of the Company, and includes stock, except where a distinction between stock and Shares is expressed or implied.
45. **“Special Resolution”** means a resolution referred to in Section 114 of the Act.

Words importing the masculine gender also include the feminine gender and vice versa. Reference to the singular includes reference to the plural and vice versa. Words and expressions used herein and not elsewhere defined shall have the meanings given to them in the Act.

### **III. General Authority**

Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorised by its Articles, then and in that case by virtue of this Article, the Company is hereby specifically authorised empowered and entitled to have such right, privilege or authority, to carry out such transactions as have been permitted by the Act without there being any separate Article in that behalf herein provided.

At any point of time from the date of adoption of these Articles, if the Articles are or become contrary to the provisions of the Act, or any other Applicable Laws, the provisions of such Applicable Laws shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the Applicable Laws, from time to time. Upon listing of the Equity Shares on a recognized stock exchange, if the Articles are or become contrary to the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), as amended, or any other applicable law, rules or regulations including byelaws of recognized stock exchanges, the provisions of the SEBI Listing Regulations or such other applicable laws, rules or regulations shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the SEBI Listing Regulations or such other applicable law, rules or regulations.

### **IV. SHARE CAPITAL, INCREASE AND REDUCTION OF CAPITAL**

#### **2. Amount of Capital**

The Authorised Share Capital of the company shall be the capital as specified in Clause V of the Memorandum of Association, with power to increase and reduce the Share Capital of the company

and to divide the shares in the Capital for the time being into several classes as permissible in law and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for time being be provided in the Articles of Association.

**3. Increase of Capital by the Company and how carried in to effect**

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

**4. New Capital part of the existing Capital**

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

**5. Issue of redeemable preference shares**

Subject to the provisions of Section 55 of the Act and other Applicable Law, any preference shares may be issued from time to time, on the terms that they are redeemable within 20 years (except for infrastructure projects) on such terms and in such manner as the Company by the terms of the issue of the said shares may determine.

**6. Provision applicable on the issue of redeemable preference shares**

On the issue of redeemable preference shares under the provisions of Article 5 hereof, the following provisions shall take effect:

1. No such shares shall be redeemed except out of the profits of the Company, which would otherwise be available for Dividend, or out of the proceeds of a fresh issue of shares made for the purpose of the redemption.
2. No such shares shall be redeemed unless they are fully paid. Such shares shall be redeemed as per their terms.
3. The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's securities premium account, before such shares are redeemed.
4. Where any such shares are redeemed our of profits of the Company, there shall, out of the profits which would otherwise have been available for Dividend, be transferred to a

reserve fund, to be called the “Capital Redemption Reserve Account” a sum equal to the nominal amount of the shares redeemed and the provisions of the Act relating to the reduction of the Share Capital of the Company shall, excepts as provided in Section 55 of the Act, apply as if the Capital Redemption Reserve Account were paid up Share Capital of the Company

**7. Provisions applicable to any other Securities**

The Board shall be entitled to issue, from time to time, subject to the provisions of the Act, any other Securities, including Share Warrants, Securities convertible into Shares, exchangeable into Shares, or carrying a warrant, with or without any attached Securities, carrying such terms as to coupon, returns, repayment, servicing, as may be decided by the terms of such issue. Such Securities may be issued at premium or discount, and redeemed at premium or discount, as may be determined by the terms of the issuance: Provided that the Company shall not issue any Shares or Securities convertible into Shares at a discount.

**8. Reduction of Capital**

The Company may (subject to the Provisions of Section 52, 55, 66, of the Act or any other applicable provisions of law for the time being in force) from time to time by way of Special Resolution reduce its Share Capital, any Capital Redemption Reserve Account or Share premium account in any manner for the time being authorized by law.

**V. Sub-division consolidation and cancellation of Shares**

9. Subject to the provisions of Section 61 of the Act, the Company in General Meeting may from time to time (a) consolidate its Shares into shares of a larger amount than the existing Shares, or any class of them, and (b) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum and the resolution whereby any Share is sub- divided, or classified, may determine that, as between the holders of the Shares resulting from such sub-division or classification, one or more of such Shares shall have some preference or special advantage as regards Dividend, Capital or otherwise over or as compared with the other.

Subject as aforesaid, the Company in General Meeting may also cancel Shares which have not been taken or agreed to be taken by any person and diminish the amount of its Share Capital by the amount of the Shares so cancelled.

**VI. Variation of rights**

10. Whenever the Share Capital is divided into different types or classes of shares, all or any of the rights and privileges attached to each type or class may, subject to the provisions of Sections 48 of the Act, be varied with the consent in writing of the holders of at least three-fourths of the issued Shares of the class or by means of a Special Resolution passed at a separate Meeting of the holders of the issued shares of that class and all the provisions hereinafter contained as to General Meetings shall mutatis mutandis apply to every such class Meeting.

Provided that if variation by one class of shareholders affects the rights of any other class of shareholders, the consent of three- fourths of such other class of shareholders shall also be obtained.

**VII. Further issue of Capital**

11. Where at any time, it is proposed to increase the subscribed Capital of the Company by allotment of further shares, such shares shall be offered to persons, who on the date of the offer are holders of the equity shares of the Company, in proportion as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer subject to provisions of the Act and the following conditions, namely:
  - a. the offer shall be made by notice specifying the number of shares offered and limiting a time not being less than 15 days (or such lesser number of days as may be prescribed under the Act and other Applicable Law) and not exceeding 30 days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;  
  
provided that the notice referred to above shall be dispatched through registered post or speed post or through electronic mode or courier or any other permissible mode having proof of delivery to all the existing Members within the time prescribed under Applicable Law.
  - b. The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in Article 11(a) hereof shall contain a statement of this right.
  - c. After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the interest of the Company and not disadvantageous to the shareholders and the Company.
12. Notwithstanding anything contained in the Article 11 the further shares aforesaid may be offered in any manner whatsoever, to:
  - i. employees under a scheme of employees' stock option scheme, subject to special resolution passed by the Company and subject to other conditions prescribed under the Act and rules made thereunder.
  - ii. to any persons, whether or not those persons include the persons referred to Article 11 or 12(i), either for cash or for a consideration other than cash, if so decided by a Special Resolution, subject to conditions prescribed under the Act and rules made thereunder and other Applicable Laws.
13. Nothing in Article 11 and 12 shall be deemed;
  - i. To extend the time within which the offer should be accepted; or
  - ii. To authorise any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
14. Nothing contained in the Articles 11 to 13 shall apply to the increase of the subscribed Capital of the Company caused by the exercise of an option attached to the Debenture issued or loan raised by the Company to convert such Debentures or loans into shares in the Company (or) to subscribe for shares in the Company;

Provided that the terms of issue of such Debentures or the terms of such loans containing such an option have been approved before the issue of such Debentures or the raising of loan by a Special Resolution passed by the Company in general meeting.

#### **VIII. Shares at the disposal of the Board**

15. Subject to the provisions of Section 62 and other applicable provisions of the Act, and these Articles, the Securities of the Company for the time being shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such person, in such proportion and on such terms and conditions and either at a premium or at par or at discount (subject to section 53 of the Act) and at such time as they may from time to time think fit and with sanction of the company in the General Meeting to give to any person or persons the option or right to call for any Shares either at par or premium during such time and for such consideration as the Board think fit, and may issue and allot Shares in the Capital of the Company or other Securities on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any Shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call for Shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

#### **IX. Power to issue Shares outside India**

16. Pursuant to the provisions of Section 62 and other applicable provisions, if any, of the Act, and subject to such approvals, permissions and sanctions as may be necessary from the Government of India, Reserve Bank of India and/or any other authorities or institutions as may be relevant (hereinafter collectively referred to as "Appropriate Authorities") and subject to such terms and conditions or such modifications thereto as may be prescribed by them in granting such approvals, permissions and sanctions, the Company will be entitled to issue and allot in the international capital markets, Equity Shares and/or any instruments or securities (including Global Depository Receipts) representing Equity Shares, any such instruments or securities being either with or without detachable Warrants attached thereto entitling the Warrant holder to Equity Shares/instruments or securities (including Global Depository Receipts) representing Equity Shares, (hereinafter collectively referred to as "the Securities") to be subscribed to in foreign currency / currencies by foreign investors (whether individuals and/or bodies corporate and/or institutions and whether shareholders of the Company or not) for an amount, inclusive of such premium as may be determined by the Board. The provisions of this Article shall extend to allow the Board to issue such foreign Securities, in such manner as may be permitted by Applicable Law.

#### **X. Acceptance of Shares**

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

#### **XI. Deposit and call to be a debt payable immediately**

18. The money (if any) which the Board shall, on the allotment of any Share being made by them require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them shall immediately on the insertion of the name of the allottee in the Register of Members as



the name of the holder of such Shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

## **XII. Liability of Members**

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

## **XIII. Shares not to be held in trust**

20. Except as required by Applicable Law, no person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share, or any interest in any fractional part of a Share, or (except only as by these Articles or by Applicable Law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder, but the Board shall be at liberty at its sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

## **XIV. The first named joint holder deemed to be sole holder**

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

## **XV. Register of Members and index**

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

The Company may also keep a foreign register in accordance with Section 88 of the Act and rules made thereunder, containing the names and particulars of the Members, Debenture- holders, other Security holders or Beneficial Owners residing outside India;

23. A Member, or other Security holder or Beneficial Owner may make inspection of Register of Members and annual return. Any person other than the Member or Debenture holder or Beneficial Owner of the Company if such person is entitled to the right of inspection under Applicable Law shall be allowed to make inspection of the Register of Members and annual return on payment of Rs. 50 or such higher amount as permitted by Applicable Law as the Board may determine, for each inspection. Inspection may be made during business hours of the Company during such time, not being less than 2 hours on any day, as may be fixed by the Company Secretary from time to time.
24. Such person, as referred to in Article 23 above, may be allowed to make copies of the Register of Members or any other register maintained by the Company and annual return, and require a copy of any specific extract therein, on payment of Rs. 10 for each page, or such higher amount as permitted under Applicable Law.

## **XVI. SHARES CERTIFICATES**

### **Share certificate to be numbered progressively and no Share to be subdivided**

25. The shares certificates shall be numbered progressively according to their several denominations specify the shares to which it relates and bear the Seal of the Company, and except in the manner hereinbefore mentioned, no Share shall be sub- divided. Every forfeited or surrendered Share certificate shall continue to bear the number by which the same was originally distinguished.

### **Limitation of time for issue of certificates**

26. Every Member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Board so approve (upon paying such fee as the Board may from time to time determine) to several certificates each for one or more of such Shares and the Company shall complete and have ready for delivery of such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificates of Shares shall be under the Seal of the Company, if any, which shall be affixed as prescribed in the Applicable Law and shall specify the number and distinctive numbers of Shares in respect of which it is issued and the amount paid-up thereon and shall be in such form as the Board or Committee thereof may prescribe and approve, provided that in respect of a Share(s) held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holders. For any further issue of certificate to such joint allottees, the Board or Committee thereof shall be entitled, but shall not be bound to prescribe a charge not exceeding Rupee One. A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

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

27. If any certificate be worn out, defaced, mutilated, old/ or torn or if there be no further space on the back thereof for endorsement of transfer or in case of sub-division or consolidation then upon production and surrender such certificate to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced as the Board deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under this Article shall be issued without payment of fees if the Board so decides, or on payment of such fees (not exceeding Rs.50 for each certificate) as the Board shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

Further, no duplicate certificate shall be issued in lieu of those that are lost or destroyed, without the prior consent of the Board or Committee thereof and only on furnishing of such supporting evidence and/or indemnity as the Board may require, and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced, without payment of fees if the Board so decide,

or on payment of such fees (not exceeding Rs.50 for each certificate or such fee as may be prescribed under Applicable Law) as the Board shall prescribe.

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

28. All books and documents relating to the issue of Share certificates including the blank forms of Share certificates shall be kept in safe custody and to be properly maintained and preserved in accordance with the manner laid down in Applicable Law.
29. The provision of Article 25, 26, 27 and 28 shall mutatis mutandis apply to issue of certificates of Debentures of the Company or to any other securities issued by the Company.

#### **XVII. BUY BACK OF SECURITIES BY THE COMPANY**

30. Subject to Sections 67, 68, 69 and 70 and other applicable provisions of the Act and other Applicable Law, the Company may purchase Shares or its own Securities. The power conferred herein may be exercised by the Board, at any time and from time to time, where and to the extent permitted by Applicable Law, and shall be subject to such rules, applicable consent or approval as required.

#### **XVIII. UNDERWRITING AND BROKERAGE**

##### **Commission may be paid**

31. Subject to the provisions of Section 40(6) of the Act and rules made thereunder, and subject to Applicable Law and subject to the terms of issue of the shares or Debentures or any securities, as defined in the Securities Contracts (Regulation) Act, 1956 the Company may at any time pay a commission out of proceeds of the issue or profit or both to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in or Debentures of the Company, or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares, Debentures or of the Company but so that the commission shall not exceed the permissible rates under the provisions of the Act and the rules made thereunder and Applicable Law. Such commission may be satisfied by payment in cash or by allotment of fully or partly paid shares, securities or Debentures or partly in one way and partly in the other.

##### **XIX. Brokerage**

32. The Company may also on any issue of Shares or Debentures pay such brokerage as may be lawful.

#### **XX. CALL ON SHARES**

##### **Board of Directors may make calls**

33. The Board of Directors may, from time to time and subject to the terms on which Shares have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board, or otherwise as permitted by Applicable Law make such call as it thinks fit upon the members in

respect of all moneys unpaid on the Shares held by them respectively, and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board of Directors. A call may be made payable by installments.

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

**XXI. Notice of calls**

35. 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.
36. A call may be revoked or postponed at the discretion of the Board.

**XXII. Calls to date from resolution**

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

**Board may extend time**

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

**Liability of joint holders**

39. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

**Calls to carry interest**

40. If any member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at a rate, as the Board may determine and as permissible under the Applicable law. Nothing in this Article shall render it obligatory for the Board of Directors to demand or recover any interest from any such member.
41. The Board shall be at liberty to waive payment of any such interest wholly or in part.

**XXIII. Sums deemed to be calls**

42. Any sum, which may by the terms of issue of a Share become payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable, on the date on which by the terms of issue the same becomes payable and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call duly made and notified.

**XXIV. Proof on trial of suit for money due on Shares**

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

**XXV. Partial payment not to preclude forfeiture**

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

**XXVI. Power of Company to accept unpaid share Capital, although not called up**

45. The Company may accept from any Member the whole or a part of the amount remaining unpaid on any Shares held by him, although no part of that amount has been called up, pursuant to and in accordance with the applicable provisions of the Act.

**XXVII. Payment in anticipation of call may carry interest**

46. The Board may, if they think fit, subject to the provisions of Section 50 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the member paying such sum in advance and the Board agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or Dividend. The Board may at any time repay the amount so advanced. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.
47. The provisions of these Articles shall mutatis mutandis apply to the calls on Debentures or other Securities of the Company.

**XXVIII. LIEN**

**Company to have lien on Shares/Debentures**

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

#### **As to enforcing lien by sale**

50. For the purpose of enforcing such lien, the Board may sell the Shares/ Debentures/Securities subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such Shares/ Debentures/Securities and may authorise one of their member to execute a transfer thereof on behalf of and in the name of such member. The purchaser of such transferred shares shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the Shares/ Debentures/Securities be affected by any irregularity or invalidity in the proceedings in reference to the sale.
51. No sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of thirty days after a notice in writing of the intention to sell shall have been served on such member or his representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for thirty days after such notice.

#### **XXIX. Application of proceeds of sale**

52. The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the persons entitled to the shares at the date of the sale.

#### **XXX. FORFEITURE OF SHARE OR DEBENTURES**

##### **If call or installment not paid notice to be given to Member**

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

#### **XXXI. Form of notice**

54. The notice aforesaid shall:

- i. 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.
- ii. shall detail the amount which is due and payable on the shares and shall state that in the event of non- payment at or before the time appointed the shares will be liable to be forfeited.

**XXXII. If notice not complied with Shares may be forfeited**

55. If the requisitions of any such notice as aforesaid be not complied with, any Shares or Debentures in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeited Shares or Debenture and not actually paid before the forfeiture.

**XXXIII. Notice of forfeiture to a Member or Debenture holder**

56. When any Shares or Debentures shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated, by any omission or neglect to give such notice or to make any such entry as aforesaid.

**Forfeited Share to become property of the Company**

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

**Power to cancel forfeiture**

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

**Liability on forfeiture**

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

**Effect of forfeiture**

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

### **Evidence of forfeiture**

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

### **Validity of Sale**

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

### **Cancellation of Share certificate in respect of forfeited shares**

63. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Board shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons, entitled thereto as per the provisions herein -
  - i. The Company may receive the consideration, if any, given for the Share on any sale or disposal thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed off.
  - ii. The transferee shall thereupon be registered as the holder of the Share; and
  - iii. 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.

### **XXXIV. These Articles to apply in case of any non-payment**

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

### **XXXV. CAPITALISATION OF PROFITS**

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



- i. that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - ii. that such sum be accordingly set free for distribution in the manner specified in (i) above amongst the members who would have been entitled thereto, if distributed by way of Dividend and in the same proportions.
- 66. The sum aforesaid shall not be paid in cash but shall be applied, subject to applicable provisions contained herein, either in or towards—
  - i. 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;
  - 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. 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.
- 67. The Board shall have power—
  - i. 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;
  - ii. 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;

## **XXXVI. TRANSFER AND TRANSMISSION OF SHARES**

### **Register of transfers**

- 68. The Company shall keep a book to be called the "Register of Transfers", and therein shall be fairly and directly entered particulars of every transfer or transmission of any Share. The Register of Transfers shall not be available for inspection or making of extracts by the Members of the Company or any other Persons.

### **Instruments of transfer**

69. The instrument of transfer shall be in writing and all provisions of Section 56 of the Act and rules made thereunder shall be duly complied with in respect of all transfers of shares/debentures/other Securities and registration thereof. The Company shall use a common form of transfer.

#### **To be executed by transferor and transferee**

70. The instrument of transfer complete with all details, duly stamped and executed by the transferor and the transferee shall be delivered to the Company in accordance with the provisions of the Act. The instrument of transfer shall be accompanied by the share certificate(s) or such evidence as the Board may require to prove the transferor's right to transfer the Shares and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board. The transferor shall be deemed to be the holder of such Shares until the name of the transferee shall have been entered in the Register of Members in respect thereof. Before the registration of a transfer, the share certificate(s) must be delivered to the Company. The Board shall not issue or register a transfer of any Share in favour of a minor (unless acting through a legal guardian and except in cases when they are fully paid up).
71. Application for the registration of the transfer of a Share may be made either by the transferee or the transferor, no registration shall, in the case of the partly paid Share, be affected unless the Company gives notice of the application to the transferee subject to the provisions of these Articles and Section 56 of the Act and/or Applicable Law, the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of transferee in the same manner and subject to the same conditions as it the application for registration of the transfer was made by the transferee.

#### **Transfer books when closed**

72. The Board shall have power to give at least seven days' previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situated, in accordance with Section 91 of the Act and Applicable Laws, to close the transfer books, the Register of Members, Register of Debenture holders or the Register of other Security holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty- five days in each year, as it may deem expedient.

#### **Board may refuse to register transfer**

73. Subject to the provisions of Sections 56, 58 and 59 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse, whether in pursuance of power of the Company under these Articles or otherwise, to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in or Debentures of the Company.
74. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.

#### **Death of one or more joint holders of Shares**

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

**No transfer to more than three joint holders**

76. No share shall in any circumstances be transferred to more than three joint holders.

**XXXVII. Board to recognize Beneficial Owners of securities**

77. Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Securities on behalf of a Beneficial Owner.
78. Save as otherwise provided hereinabove, the Depository as a registered owner shall not have any voting rights or any other rights in respect of securities held by it, and the Beneficial Owner shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of its securities held by a Depository.
79. Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears as the Beneficial Owner of the securities in the records of the Depository as the absolute owner thereof and accordingly the Company shall not be bound to recognise any benami, trust or equitable, contingent, future or partial interest in any Security or (except otherwise expressly provided by the Articles) any right in respect of a Security other than an absolute right thereto, in accordance with these Articles on the part of any other person whether or not it shall have express or implied notice thereof.

**XXXVIII. Nomination**

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

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

**XXXIX. Persons entitled to share by Transmission**

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

**Transmission in the name of nominee**

85. Any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any member, or the marriage of a female member, or by any lawful means other than by a transfer in accordance with these presents, may with the consent of the Board of Directors (which it shall not be under any obligation to give) and subject as hereinafter provided, elect, either:
- i. to be registered himself as holder of the shares or Debentures, as the case may be; or
  - ii. to make such transfer of the shares or Debentures, as the case may be, as the deceased shareholder or Debenture holder, as the case may be, could have made.

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

Provided nevertheless, that if such person shall elect to have his nominee registered he shall testify the election by executing to his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the shares.

86. 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.
87. If the nominee, so becoming entitled, elects himself to be registered as holder of the shares or Debentures, as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with death certificate of the deceased shareholder or Debenture holder and the certificate(s) of shares or Debentures, as the case may be, held by the deceased in the Company.

88. If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.
89. 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.
90. Subject to the provisions of Section 56 of the Act and these Articles, the Board may register the relevant shares or Debentures in the name of the nominee of the transferee as if the death of the registered holder of the shares or Debentures had not occurred and the notice or transfer were a transfer signed by that shareholder or Debenture holder, as the case may be.
91. A nominee on becoming entitled to Shares or Debentures by reason of the death of the holder or joint holders shall be entitled to the same Dividend and other advantages to which he would be entitled if he were the registered holder of the Share or Debenture, except that he shall not before being registered as holder of such shares or Debentures, be entitled in respect of them to exercise any right conferred on a member or Debenture holder in relation to meetings of the Company.
92. The Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the shares or Debentures, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all Dividends, bonus, interest or other moneys payable or rights accrued or accruing in respect of the relevant shares or Debentures, until the requirements of the notice have been complied with.

**No transfer to minor, insolvent etc.**

93. No transfer shall be made to a minor or person of unsound mind. However in respect of fully paid up shares, shares may be transferred in favor of minor acting through legal guardian, in accordance with the provisions of law.

**Person entitled may receive Dividend without being registered as a Member**

94. A person entitled to a Share by transmission shall, subject to the right of the Directors to retain such Dividends or money as hereinafter provided, be entitled to receive and may give discharge for any Dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

**Transfer to be presented with evidence of title**

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

**Conditions of registration of transfer**

96. For the purpose of the registration of a transfer, the certificate or certificates of the Share or shares to be transferred must be delivered to the Company along with (same as provided in Section 56 of the Act) a properly executed instrument of transfer.

#### **No fee on transfer or transmission**

97. No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.

#### **Company not liable for disregard of a notice in prohibiting registration of transfer**

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

### **DEMATERIALIZATION OF SECURITIES**

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

#### **Dematerialization of Securities**

100. i. The Board or any Committee thereof shall be entitled to dematerialize Securities or to offer securities in a dematerialized form pursuant to the Depositories Act. The provisions of this Article will be applicable in case of such Securities as are or are intended to be dematerialized.
- ii. The Company or an investor may exercise an option to issue, deal in, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialised, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereof, shall be governed by the provisions of the Depositories Act.

### **XL. Options for investors**

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

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

**XLII. Securities in depositories to be in fungible form**

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

**XLIII. Rights of Depositories and Beneficial Owners**

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

ii. Save as otherwise provided in sub-clause above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.

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

**XLIV. Service of Documents**

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

**XLV. Transfer of securities**

106. Nothing contained in Section 56 of the Act or anything to the contrary contained in these Articles shall apply to a transfer of Securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.

**XLVI. Allotment of securities dealt with in a Depository**

107. Notwithstanding anything to the contrary contained in these Articles, where Securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such Securities.

**XLVII. Distinctive number of securities held in a Depository**

108. Notwithstanding anything to the contrary contained in these Articles regarding the necessity of having distinctive numbers for Securities issued by the Company shall apply to securities held with a Depository.

## **XLVII. Register and index of Beneficial Owners**

109. The Company shall keep a register and index of beneficial owners in accordance with all applicable provisions of the Act and the Depositories Act, with details of shares held in dematerialized forms in any medium as may be permitted by law including in any form of electronic medium. The Register and Index of Beneficial Owners maintained by Depository under the Depositories Act shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles. The Company shall be entitled to keep in any country outside India a branch register of beneficial owners residing outside India.

## **XLVIII. COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS**

110. Copies of the Memorandum and Articles of Association of the Company shall be sent by the Board to every Member at his request within fifteen days of the request on payment of Re. 1/- for each copy.

## **XLIX. BORROWING POWERS**

### **Power to borrow**

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

### **Conditions on which money may be borrowed**

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

## **L. Terms of issue of Debentures**

113. Any Debentures, Debenture stock, bonds or other Securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at a General Meeting, appointment of directors and on such terms and conditions as the Board may think fit. Provided that Debentures with a right to allotment or conversion into shares shall be issued only with the consent of the Company in a general meeting by a special resolution in conformity with the provisions of Section 62 of the Act. Debentures, Debenture stock, bonds and other securities may be made assignable free from any equities from the Company and the person to whom it may be issued. Debentures, Debenture- stock, bonds or other securities with a right of conversion into or allotment of shares shall be issued only with such sanctions as may be applicable.



## **Instrument of transfer**

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

## **LI. Delivery of certificates**

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

## **LII. Register of charge, etc.**

116. The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, Debentures and charges specifically affecting the property of the Company, and shall cause the requirements of Sections 77 to 87 of the Act, both inclusive of the Act in that behalf to be duly complied with, so far as they are ought to be complied with by the Board.

## **LIII. Register and index of Debenture holders**

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

## **LIV. GENERAL MEETINGS**

### **Annual General Meeting**

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

119. Every Annual General Meeting shall be held in accordance with the provisions of the Act and other Applicable Laws.

120. Subject to the provisions of the Act, in the case of an Annual General Meeting, all businesses to be transacted at the meeting shall be deemed special, with the exception of business relating to:

- i. the consideration of financial statements and the reports of the Board of Directors and the Auditors;
- ii. the declaration of any Dividend;
- iii. the appointment of Directors in place of those retiring;
- iv. the appointment of, and the fixing of the remuneration of the Auditors

### **Extra-Ordinary General Meeting**

121. All general meetings other than Annual General Meeting shall be called extraordinary general meeting.

122. In case of meeting other than Annual General Meeting, all business shall be deemed special.

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

#### **Voting by electronic mode**

124. A member may exercise his vote at a General Meeting by electronic mode in accordance with Section 108 of the Companies Act 2013 and rules made thereunder and Applicable Law.

#### **Calling of general meeting on requisition**

125. The Board may, call an Extraordinary General Meeting upon receipt of a written requisition from any member or members holding in the aggregate not less than one-tenth of such of the paid-up Capital or such other percentage as may be prescribed under the Act, as at the date carries the right of voting in regard to the matter in respect of which the requisition has been made.

126. Any meeting called as above by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.

#### **Notice of General Meetings**

127. At least 21 clear days' notice of every General Meeting, specifying the day, date, place and hour of meeting, containing a statement of the business to be transacted thereat, shall be given, either in writing or through Electronic Mode, to every member or legal representative of any deceased member or the assignee of an insolvent member, every Auditor(s) and Director of the Company. Any accidental omission to give any such notice as aforesaid to any of the members, or the non receipt thereof, shall not invalidate the holding of the meeting or any resolution passed at any such meeting.

128. Subject to Section 101 of the Act, a General Meeting may be called at a shorter notice if consented to in writing or by any Electronic Mode, (a) in case of an annual general meeting, by not less than 95% of the Members entitled to vote at such meeting and (b) in the case of any other general meeting, by Members of the Company holding majority in number of members entitled to vote and who represent not less than 95% of the such part of the paid-up Share Capital of the Company as gives a right to vote at such general meeting. For the purposes of this Article, where any Member of the Company is entitled to vote only on some resolution or resolutions to be moved at a general meeting and not on the others, those Members shall be taken into account in respect of the former resolution or resolutions and not in respect of the latter.

#### **Omission to give notice not to invalidate resolution passed**

129. The accidental omission to give any such notice as aforesaid to any of the members, or the non-receipt of any notice by any Member/eligible person thereof shall not invalidate the proceedings and resolution passed at such meeting.

#### **Meeting not to transact business not mentioned in notice**

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

### **Quorum at General Meeting**

131. 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.
132. Save as otherwise provided herein, the quorum for the general meetings shall be as provided in Section 103 of the Act
133. A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.
134. If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, quorum is not present, the meeting, if convened by or upon the requisition of members, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week or, if that day is a National holiday, until the next succeeding day which is not a National holiday, at the same time and place, or to such other day and at such other time and place as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the members present shall be quorum and may transact the business for which the meeting was called. Provided, however, that no separate notice to members of such an adjourned meeting would be necessary if such meeting is held on the same day in the next week at the same time or place in accordance with these Articles.

### **Chairperson at General Meetings**

135. The Chairman (if any) of the Board of Directors, or in his absence, the Vice Chairman or in the absence of both, the Managing Director of the Company shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary.
136. If there is no such Chairperson of the Board or Vice Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting, the Directors present shall elect one among themselves to be Chairperson of the meeting.
137. If at any meeting no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of themselves to be Chairperson of the meeting.
138. No business shall be discussed at any General Meeting except the election of a Chairperson, while the chair is vacant.

### **Business confined to election of Chairman whilst chair vacant**

139. No business shall be discussed at any General meeting except the election of a Chairman, whilst the Chair is vacant.

### **Adjournment of Meeting**

140. The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
141. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

142. 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.

143. 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**

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

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

i. on a show of hands, every member present in person shall have one vote; and

ii. on a poll, the voting rights of members shall be in proportion to his Share in the paid-up equity Share Capital of the Company.

iii. A member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.

146. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

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

147. 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.

148. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

149. 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.

150. A poll may be demanded by any member or members present in person or by proxy and holding Shares in the Company, which confer a power to vote on the resolution not being less than one-tenth of the total voting power, in respect of the resolution, or on which an aggregate sum of not less than Rs. 5,00,000/- has been paid up or such other percentage or sum as may be prescribed by the Act.

151. If a poll is demanded as aforesaid, the same shall, be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in the city or town in which the Office of the Company is for the time being situate and either by open voting or by ballot, as the Chairman shall direct, and either at once or after an interval or adjournment or otherwise, and the result of the

poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or person who made the demand. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith.

152. Where a poll is to be taken, the Chairman of the meeting shall appoint at his discretion one or more scrutinisers who may or may not be members of the Company to scrutinise the votes given on the poll and to report thereon to him. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutiniser from office and fill vacancies in the office of scrutiniser arising from such removal or from any other cause.

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

#### **Chairman's casting vote**

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

#### **Proxy**

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

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

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

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

159. The proxy so appointed shall not have any right to speak at the meeting.

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

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

### **Passing of resolution by Postal ballot**

161. Where permitted or required by the Act, Board may, instead of calling a meeting of any Members/ class of Members/ Debenture-holders, seek their assent by Postal ballot. Such Postal ballot will comply with the provisions of Applicable Law in this behalf.
162. Where permitted/required by Applicable Law, Board may provide Members/Members of a class/Debenture-holders right to vote through e-voting, complying with Applicable Law.
163. Notwithstanding anything contained in the foregoing, the Company shall transact such business, follow such procedure and ascertain the assent or dissent of Members for a voting conducted by Postal ballot, as may be prescribed by Section 110 of the Act and rules made thereunder.
164. In case of resolutions to be passed by Postal ballot, no meeting needs to be held at a specified time and space requiring physical presence of Members to form a quorum.

### **Maintenance of records and Inspection of minutes of General Meeting by Members**

165. Where permitted/required by the Act, all records to be maintained by the Company may be kept in electronic form subject to the provisions of the Act and rules made thereunder. Such records shall be kept open to inspection in the manner as permitted by the Act and Applicable Law. The term 'records' would mean any register, index, agreement, memorandum, minutes or any other document required by the Act and Applicable Law made there under to be kept by the Company.
166. The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.
167. Any such minutes shall be evidence of the proceedings recorded therein and shall contain a fair and correct summary of the proceedings thereat.
168. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of such meeting in such books shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or non availability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.
169. In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
170. Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the 'Chairman of the meeting :
  - (a) is or could reasonably be regarded, as, defamatory of any person or
  - (b) is irrelevant or immaterial to the proceeding, or

(c) is detrimental to the interest of the Company.

The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.

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

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

#### **LV. BOARD OF DIRECTORS**

173. The number of Directors of the Company which shall be not less than 3 (three) and not more than 15 (Fifteen). However, the Company may appoint more than 15 Directors after passing a Special Resolution.

The following shall be the first directors of the company:-

- 1) **KHUBILAL JUGRAJ RATHOD**
- 2) **VIMALCHAND JUGRAJ RATHOD**
- 3) **RAJESH KHUBILAL RATHOD**
- 4) **MOHIT KHUBILAL RATHOD**
- 5) **SUMITKUMAR VIMALCHAND RATHOD**

The composition of the Board shall be in accordance with the provisions of Section 149 of the Act and other Applicable Law. Provided that where there are temporary gaps in meeting the requirements of Applicable Law pertaining to composition of Board of Directors, the remaining Directors shall (a) be entitled to transaction business for the purpose of attaining the required composition of the Board; and (b) be entitled to carry out such business as may be required in the best interest of the Company in the meantime.

#### **LVI. Board's power to appoint Additional Directors**

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

175. Such person shall hold office only up to the date of the next annual general meeting of the Company or the last date on which such annual general meeting of the Company should have been held, whichever is earlier, but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

#### **LVII. Nominee Directors**

176. The Company shall, subject to the provisions of the Act and these Articles, may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement or by the Central Government or the State Government by virtue of its shareholding in a Government company.

177. In the event of Company borrowing any money from any financial corporation or institution or Government or any Government body or a collaborator, bank, person or persons or from any other source, while any money remains due to them or any of them, the lender concerned may have and may exercise the right and power to appoint, from time to time, any person or persons to be a Director or Directors of the Company if so contractually agreed and subject to compliance with Applicable Law.

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

#### **LVIII. Appointment of Alternate Directors**

179. Subject to the provisions of Section 161(2) of the Act and Applicable Law, the Board may appoint an Alternate Director to act for a Director (hereinafter called “the Original Director”) during his absence for a period of not less than three months from India. Such Alternate Director shall not be a person holding any alternate directorship for any other Director in the Company or holding directorship in the Company. No person shall be appointed as an Alternate Director in place of an Independent Director unless he is qualified to be appointed as an Independent Director under the Act and Applicable Law. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the terms of office of the Original Director are determined before he so returns to India, any provisions in the Act or in these Articles for the automatic reappointment of any retiring Director in default of another appointment shall apply to the Original Director, and not to the Alternate Director.

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

#### **LIX. Board’s power to fill casual vacancies**

180. Subject to the provisions of Sections 152(7), 161(4) and 169(7) of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date to which the Director in whose place he is appointed would have held office if it had not been vacated by him.

181. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place in accordance with the provisions of Section 152(7) of the Act.

182. If at the adjourned meeting also, the vacancy caused by the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be so deemed to have been reappointed at the adjourned meeting, unless :



- i. at that meeting or at the previous meeting the 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 expressed his unwillingness to be so reappointed;
- iii. he is not qualified or is disqualified for appointment;
- iv. a resolution whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or
- v. the provision of Section 162 of the Act is applicable to the case.

**LX. Debenture Director**

183. If it is provided by a trust deed, securing or otherwise, in connection with any issue of Debentures, that trustee(s) or any person(s) shall have power to nominate a Director of the Company, then in the case of such issue of Debentures, the person(s) having the power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to as "Debenture Director". A Debenture Director may be removed from Office at any time by the trustees or such person(s) in whom for the time being power is vested under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be required to hold any qualification Shares and shall not be liable to retire by rotation. The trust deed may contain such ancillary provisions as may be arranged between the Company and the trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.

**LXI. Independent Directors**

184. The Company shall appoint such number of Independent Directors as required by the Act and other Applicable Law and the Company and Independent Directors are required to abide by the provisions specified in Schedule IV of the Act.

185. Any casual vacancy in the post of an Independent Director caused by way of removal, resignation, death, vacation of office under Section 167 of the Act and Applicable Law, removal from Directorship pursuant to any court order or due to disqualification under Section 164 of Act shall be filled by following the process laid down in the Act and rules made thereunder and Applicable Law. No such casual vacancy shall prejudice the functioning of the Board during the intervening period.

186. Subject to Applicable Law, an Independent Director shall be held liable, only in respect of such acts of omission or commission by the Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently.

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

**LXII. Appointment of woman director**

188. The Company shall appoint such number of woman director as may be required under the provisions of the Act and Applicable Law.

**LXIII. Qualification Shares.**

189. A Director of the Company shall not be bound to hold any qualification Shares.

**LXIV. Chairman, Managing Director and Chief Executive Officer**

190. Subject to Applicable Law, the Managing Director, if any, may also be appointed by the Board as the Chairperson of the Company and may be designated as the Chairman and Managing Director of the Company. Such person may also act as the Chief Executive Officer of the Company.

**LXV. Retirement and rotation of Directors**

191. Subject to the provisions of Section 152 of the Act, at every Annual General meeting of the Company, one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to one-third shall retire from office. Independent Directors and Debenture Directors shall not be subject to retirement under this Article and shall not be taken into account in determining the Directors liable to retire by rotation.

192. Subject to the provisions of Section 152 of the Act and these Articles, the Directors to retire by rotation under Article 191 at every Annual General meeting shall be those who have been longest in office since their last appointment, but as between persons who become Director on the same day, those who are to retire shall in default of and subject to any agreement among themselves, be determined by lot.

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

**LXVI. Resignation of Directors**

194. Subject to the provisions of the Act, a Director may resign from his office by giving a notice in writing to the Company and Board shall take note of the same.

Provided that the provisions regarding resignation of Managing Director or any Executive Director who has any terms of employment with the Company shall be governed by such terms.

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

**LXVII. Removal of Directors**

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

**LXVIII. Remuneration of Directors**

197. Subject to the provisions of Section 197 of the Act and Applicable Law, a Director may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.

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

198. Subject to the provisions of Section 197 and Schedule V and other applicable provisions of the Act read with these Articles and Applicable Law, the Board or its Committee shall have powers to determine and pay such remuneration to a Director for his services, whole time or part time, to the Company or for services of a professional or other nature rendered by him as may be determined by the Board or its Committee. If any Director being willing, shall be called upon to perform extra services or make any special exception in going to or residing at a place other than the place where Office of the Company is situated or where the Director usually resides, or otherwise in the Company's business or for any of the purposes of the Company, then subject to the provisions of the Act, the Board or its Committee shall have power to pay to such Director such remuneration as may be determined by the Board.

199. Subject to the provisions of the Act and rules made thereunder, the fees payable to a Director for attending the meetings of the Board or Committee thereof shall be such sum as may be decided by the Board of Directors from time to time. Fee, as may be determined by the Board, may also be paid for attending any separate meeting of the Independent Directors of the Company in pursuance of any provision of the Act.

200. The Board may allow any payment to any director who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation for traveling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be repaid and reimbursed any traveling or other expenses incurred in connection with business of the Company.

#### **LXIX. Directors may act notwithstanding any vacancies on Board**

201. The continuing Directors may act notwithstanding any vacancy in their body but if, and so long as their number is reduced below the minimum number fixed by Article 173 hereof, the continuing Directors may act for the purpose of increasing the number of Directors to the minimum number fixed by Article 173 hereof or for summoning a General Meeting for the purpose increasing the number of Directors to such minimum number, but for no other purpose.

#### **LXX. Vacation of office of Director**

202. (a) Subject to the provisions of the Act, the office of a director shall become vacant if —

- (i) he is of unsound mind and stands so declared by a competent court;
- (ii) he has applied to be adjudicated as an insolvent and his application is pending;
- (iii) he is an undischarged insolvent;

- (iv) he has been convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment for not less than six (6) months and a period of five (5) years has not elapsed from the date of expiry of the sentence:

Provided that if a person has been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven (7) years or more, he shall not be eligible to be appointed as a director in any company. Provided that the office shall be vacated by the Director even if he has filed an appeal against the order of such court;

- (v) an order disqualifying him for appointment as a director has been passed by a court or Tribunal and the order is in force;
- (vi) he has not paid any calls in respect of any Shares of the Company held by him, whether alone or jointly with others, and six (6) months have elapsed from the last day fixed for the payment of the call;
- (vii) he has been convicted of the offence dealing with related party transactions under Section 188 of the Act at any time during the last five (5) years;
- (viii) he has not complied with sub-section (3) of section 152 of the Act
- (ix) he absents himself from all the meetings of the Board of Directors held during the preceding period of twelve (12) months with or without seeking leave of absence of the Board.
- (x) he acts in contravention of the provisions of Section 184 of the Act relating to entering into contracts or arrangements in which he is directly or indirectly interested;
- (xi) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of Section 184 of the Act;
- (xii) he is removed in pursuance of the provisions of this Act; or
- (xiii) having been appointed a Director by virtue of his holding any Office or other employment in the Company he ceases to hold such Office; or
- (xiv) he resigns his Office by a notice in writing addressed to the Company

(b) No person who is or has been a Director of a company which—

- (i) has not filed financial statements or annual returns for any continuous period of three financial years; or
- (ii) has failed to repay the deposits accepted by it or pay interest thereon or to redeem any debentures on the due date or pay interest due thereon or pay any dividend declared and such failure to pay or redeem continues for one (1) year or more;

shall be eligible to be re-appointed as a director of that company or appointed in other company for a period of five years from the date on which the said company fails to do so.

Provided that where a person is appointed as a director of a company which is in default of (i) or (ii) above, he shall not incur the disqualification for a period of six months from the date of his appointment.

**LXXI. Notice of candidature for office of Directors except in certain cases**

203. No person not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless he or some Member intending to propose him as a Director, has, not less than fourteen days before the meeting, left at the registered office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such Member to propose him as a candidate for that office along with the requisite deposit of such sum as may be applicable under the Act and rules made thereunder.
204. Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director, shall sign and file with the Company, the consent in writing to act as a Director, if appointed.
205. A person other than a Director reappointed after retirement by rotation immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 161 of the Act, appointed as a Director or reappointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company unless he has submitted consent in writing to act as a Director of the Company and the same is filed with the Registrar within thirty days of his appointment.

**LXXII. Director may contract with the Company**

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

**LXXIII. Disclosure of interest**

208. A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in Section 184(2) of the Act; provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other body corporate where the Director of the Company either himself or in

association with any other Director hold or holds less than two per cent of the shareholding in such other body corporate.

**LXXIV. Interested Director not to participate or vote in Board's proceeding**

209. Subject to the provisions of Section 184 of the Act, no Director shall as Director take any part in the discussion of, or vote on any contract or arrangement entered into by or on behalf of the Company, if he is in any way whether directly or indirectly concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void.

Provided however, that nothing herein contained shall apply to:-

(a) any contract of indemnity against any loss which the Directors or any one or more of them, may suffer by reason of becoming or being sureties or a surety for the Company.

(b) any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely :

a. in his being:

i. a director in such company, and

ii. the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company; OR

b. in his being a member holding not more than 2% of its paid-up share capital.

**LXXV. Register of contracts in which Directors are interested**

210. The Company shall keep a Register in accordance with Section 189 (1) of the Act and Applicable Law. The Register shall be kept at the registered office of the Company and shall be preserved permanently be kept in the custody of the Company Secretary of the Company or any other person authorized by the Board for the purpose.

211. Such a Register shall be open to inspection at such office, and extracts maybe taken therefrom and copies thereof may be provided to a Member of the Company on his request, within seven days from the date on which such request is made and upon the payment of Rs. 10 (ten rupees) per page, as such higher amount as may be laid by the Board, as permitted by Applicable Law.

**LXXVI. Register of Directors and Key Managerial Personnel and their shareholding**

212. The Company shall keep at its registered office a register containing the particulars of its Directors and Key Managerial Personnel, which shall include the details of Securities held by each of them in the Company or its holding, subsidiary, subsidiary of Company's holding Company or associate companies in accordance to Section 170 of the Act and Applicable Law.

## **LXXVII. Miscellaneous**

213. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

## **LXXVIII. Directors may be directors of companies promoted by the company.**

214. A Director may be or become a director of any company promoted by the Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such director shall be accountable for any benefits received as director or shareholder of such company except in so far as Section 188 of the Act may be applicable.

## **LXXIX. PROCEEDINGS OF THE BOARD**

### **Meetings of Board**

215. The Directors may meet together as a Board from time to time for the conduct and dispatch of the business of the Company, adjourn or otherwise regulate its meetings, as it thinks fit.

### **Notice**

216. A meeting of the Board shall be called by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means or such other number of days or manner as may be prescribed under Applicable Law.

217. The notice of the meeting shall inform the Directors regarding the option available to them to participate through Electronic Mode, and shall provide all the necessary information to enable the Directors to participate through such Electronic Mode.

### **Shorter Notice**

218. A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director, if any, shall be present at the meeting, or in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director. Where the Company does not have, for the time being, any Independent Director, a Board meeting may be called at a shorter notice where such notice is approved by a majority of Directors present at such meeting.

### **Minimum number of meetings**

219. The Board shall hold four Board Meetings every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings. The Directors may adjourn and otherwise regulate their meetings as they think fit.

### **Attendance at Board Meeting**

220. Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book to be kept for that purpose. The names of Directors who have participated in Board meetings through Electronic Mode shall be entered and initialled by the Company Secretary, stating the manner in which the Director so participated.

#### **When meeting to be convened**

221. The Managing Director or a Director or a Secretary upon the requisition of Director(s), may at any time convene a meeting of the Directors.

#### **Meetings of Board by Video/audio- visual conferencing**

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

#### **Regulation for meeting through Electronic Mode**

223. The Board may, by way of a resolution passed at a meeting, decide the venues where arrangements may be made by the Company, at the Company's cost, for participation in Board meetings through Electronic Mode, as the case may be, in accordance to the provisions of Section 173(2) of the Act and Applicable Law. In case of a place other than such places where Company makes arrangements as above, the Chairperson may decline the right of a Director to participate through Electronic Mode in view of concerns of security, sensitivity and confidentiality of Board proceedings. Where the Chairperson so permits a Director to participate from a place other than the designated places where the Company has made the arrangements, the security and confidentiality of the Board proceedings shall be the responsibility of the Director so participating, and the cost and expense in such participation, where agreed to by the Chairperson, may be reimbursed by the Company.

224. Subject as aforesaid, the conduct of the Board meeting where a Director participates through Electronic Mode shall be subject to Applicable Law, including for purposes of quorum requirements.

#### **Chairperson for Board Meetings**

225. The Board may elect a Chairperson of the Company, and determine the period for which he is to hold office. Such Chairperson shall be the Chairperson of the Board Meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their numbers to be Chairperson of the meeting.

#### **Quorum**

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

227. The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing



Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the Company and for no other purpose.

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

228. A meeting of the Board of which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board, or in accordance with Section 179 (1) of the Act, the powers of the Company.

#### **Matter to be decided on majority of votes**

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

#### **Power to appoint Committee and to delegate powers**

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

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

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

#### **Resolution without Board Meeting/ Resolution by Circulation**

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

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

Provided further that where the resolution has been put to vote at a Board Meeting, the consent or dissent of the Directors obtained by way of resolution by circulation shall be rendered void.

#### **Acts of Board / Committee valid notwithstanding formal appointment**

234. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director and had not vacated his office or his appointment had not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have been terminated.

#### **Minutes of proceedings of meeting of Board**

235. The Company shall cause minutes of proceedings of every meeting of the Board and Committee thereof to be kept in such form by making within thirty days of the conclusion of every such meeting, entries thereof in the books kept for that purpose with their pages consecutively numbered in accordance to Section 118 of the Act or Applicable Laws.

236. Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairperson of the said meeting or the Chairperson of the next succeeding meeting.

237. In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by a pasting or otherwise, if the minutes are kept in physical form.

238. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

239. Where the meeting of the Board takes place through Electronic Mode, the minutes shall disclose the particulars of the Directors who attended the meeting through such means. The draft minutes of the meeting shall be circulated among all the Directors within fifteen days of the meeting either in writing or in Electronic Mode as may be decided by the Board and/or in accordance with Applicable Laws.

240. Every Director who attended the meeting, whether personally or through Electronic Mode, shall confirm or give his comments in writing, about the accuracy of recording of the proceedings of that particular meeting in the draft minutes, within seven days or some reasonable time as decided by the Board, after receipt of the draft minutes failing which his approval shall be presumed.

241. All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meetings.

242. The minutes shall also contain:

- i. The names of the Directors present at the meeting; and
- ii. In the case of each resolution passed at the meeting the names of the Directors, if any, dissenting from or not concurring in the resolution.

243. Nothing contained hereinabove shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairperson of the meeting :

- i. is, or could reasonably be regarded as defamatory of any person.
- ii. is irrelevant or immaterial to the proceedings; or
- iii. is detrimental to the interest of the Company.

244. The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this Article.

245. Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

246. Any Director of the Company may requisition for physical inspection of the Board Meeting minutes by giving a prior notice of seven days.

Provided that the Director can requisition to inspect Board Meeting minutes only for the period that he is on the Board of the Company.

Provided further that the physical inspection shall be done solely by the Director himself and not by his authorised representative or any power of attorney holder or agent.

#### **LXXX. Powers of Board**

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

248. The Board may, subject to the Act, also give a loan to a Director or any entity in which the Director is interested. Where any sum of money is payable by a Director, the Board may allow such time for payment of the said money as is acceptable within customary periods for payment of similar money in contemporaneous commercial practice. Grant of such period for payment shall not be deemed to be a "loan" or grant of time for the purpose of section 180 (1) (d) of the Act and Applicable Law.

249. The Board may subject to Section 186 of the Act and provisions of Applicable Law made thereunder shall by means of resolutions passed at meeting of Board from time to time, invest, provide loans or guarantee or security on behalf of the Company to any person or entity.

#### **LXXXI. Restriction on powers of Board**

250. Subject to Applicable Law, the Board of Directors should exercise the following powers subject to the approval of Company by a Special Resolution:

- i. To sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings.

ii. To invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;

iii. To borrow money, where the money to be borrowed, together with the money already borrowed by the Company will exceed aggregate of its paid-up share capital, free-reserves and securities premium, apart from temporary loans obtained from the Company's bankers in the ordinary course of business.

iv. To remit, or give time for the repayment of, any debt due from a Director.

#### **LXXXII. Contribution to charitable and other funds**

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

#### **LXXXIII. Absolute powers of Board in certain cases**

252. Without prejudice to the general powers conferred by Section 179(3) of the Act or Applicable Laws made thereunder and the last preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in these Articles or the Applicable Law, it is hereby declared that the Directors shall have the following powers; that is to say, power :

- i. To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- ii. To pay any or interest lawfully payable there out under the provisions of Section 40 of the Act.
- iii. To act jointly and severally in all on any of the powers conferred on them.
- iv. To appoint and nominate any Person(s) to act as proxy for purpose of attending and/or voting on behalf of the Company at a meeting of any Company or association.
- v. To comply with the provisions of Applicable Law which in their opinion shall, in the interest of the Company be necessary or expedient to comply with.
- vi. To make, vary and repeal bye-laws for regulation of business of the Company and duties of officers and servants.
- vii. Subject to Sections 179 and 188 of the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.
- viii. Subject to the provisions of the Act and Applicable Laws, to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in Shares, bonds, Debentures, mortgages, or other securities of the Company, and such Shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon all or any part of the property of the Company and its uncalled Capital or not so charged;

- ix. To secure the fulfilment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled Capital for the Company being or in such manner as they may think fit;
- x. To accept from any member, as far as may be permissible by law, a surrender of his Shares or any part thereof, on such terms and conditions as shall be agreed;
- xi. To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular buy the issue of Debenture or Debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future).
- xii. To open and deal with current account, overdraft accounts with any bank/banks for carrying on any business of the Company.
- xiii. To appoint any Person (whether incorporated or not) to accept and hold in trust for the Company and property belonging to the Company, in which it is interested, or for any other purposes; and execute such deeds and do all such things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees;
- xiv. To institute, conduct, defend, compound, refer to arbitration or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claim or demands by or against the Company.
- xv. To refer any claims or demands or differences by or against the Company or to enter into any contract or agreement for reference to arbitration, and observe, enforce, perform, compound or challenge such awards and to take proceedings for redressal of the same.;
- xvi. To act as trustees in composition of the Company's debtors and/or act on behalf of the Company in all matters relating to bankrupts and insolvents;
- xvii. To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
- xviii. Subject to the provisions of Sections 179 and 186 of the Act, to invest and deal with any moneys of the Company not immediately required for the purpose thereof upon such security (not being Shares of this Company), or without security and in such manner as they think fit, and from time to time to vary the size of such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name;
- xix. To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.
- xx. To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, Dividends, warrants, releases, contracts and documents and to give the necessary authority for such purpose;
- xxi. Subject to provisions of Applicable Law, to give a Director or any officer or any other person whether employed or not by the Company, Share or Shares in the profits of the Company, commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company;
- xxii. To provide for the welfare of Directors or ex- Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such

- persons by building or contributing to the building of houses, dwellings or by grants of money, pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions; funds or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit;
- xxiii. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise;
- xxiv. Before recommending any Dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund, or Sinking fund, or any Special Fund to meet contingencies or to repay Debentures or Debenture stock, or for special Dividends or for equalized Dividends or for repairing, improving, extending and maintaining any of the property of the Company or for such other purpose (including the purposes referred to in the preceding sub-clause), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than Shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expand all or any part thereof for the benefit of the Company, in such manner and for such purpose as the Board in their absolute discretion think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended; and to divide the reserve into such special Funds as the Board may think fit, with full power to transfer the whole, or any portion of a Reserve Fund or division of a Reserve Fund to another Reserve Fund or division, of a Reserve Fund and with full power to employ the assets constituting all or any of the above Funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Debentures or Debenture stock, and without being bound to keep the same, separate from the other assets, and without being bound to pay interest on the same with power, however, to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.
- xxv. Subject to the provisions of the Act to appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisor, clerks, agents and servants of permanent, temporary or special services as they may for time to time think fit, and to determine their powers and duties and fix their salaries or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit also from time to time provide for the management and transaction of the affairs of the Company in any specified locality in India, or elsewhere in such manner as they think fit; and the provisions contained in the four next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.
- xxvi. To comply with the requirements of any local law which in their opinion it shall, in the interest of the Company, be necessary or expedient of comply with;

- xxvii. Subject to applicable provisions of the Act and Applicable Law made thereunder, to appoint purchasing and selling agents for purchase and sale of Company's requirement and products respectively.
- xxviii. From time to time and at any time to establish any local board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to the members of such local boards and to fix their remuneration.
- xxix. Subject to Section 179 & 180 of the Act from time to time and at any time, delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board, other than their power to make calls or to make loans or borrow moneys, and to authorise the Members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary any such delegation.
- xxx. At any time and from time to time by power of attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these presents and excluding the powers to make calls and excluding also, except in their limits authorised by the Board, the power to make loans and borrow money') and for' such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of the members or any of the Members of any Local Board, established as aforesaid or in favour of any Company, or the Share holders, Directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly by the Board and any such power of Attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board may think fit and may contain powers enabling any such delegates or attorneys as aforesaid to sub- delegate all or any of the powers, authorities and discretions for the time being vested in them;
- xxxi. Subject to Sections 184 and 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such contracts, agreements and to execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient;
- xxxii. Subject to the provisions of the Act, the Board may pay such remuneration to Chairperson / Vice Chairperson of the Board upon such conditions as they may think fit.
- xxxiii. To take insurance of any or all properties of the Company and any or all the employees and their dependants against any or all risks.
- xxxiv. To take insurance on behalf of its managing Director, executive Director, manager, Chief Executive Officer, Chief Financial Officer or Company Secretary or any officer or employee of the Company for indemnifying any of them against any liability in respect of any negligence, default, misfeasance, breach of duty or breach of trust for which they may be guilty in relation to the Company.

#### **LXXXIV. MANAGING DIRECTOR AND EXECUTIVE DIRECTORS**

##### **Board may appoint Managing Director(s) or Executive Directors**

253. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its member or members as Managing Director(s) or Executive Director(s) of the Company for fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit and subject to the provisions of these Articles the Board may by resolution vest in such Managing Director(s) or Executive Director(s) such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine.

254. Subject to the Article above, the powers conferred on the Managing Director or an Executive Director shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

255. The Company shall not appoint or employ, or continue the appointment or employment of a person as its Managing Director or an Executive Director who:-

- (a) is below the age of twenty-one years or has attained the age of seventy years:  
Provided that appointment of a person who has attained the age of seventy years may be made by passing a special resolution in which case the explanatory statement annexed to the notice for such motion shall indicate the justification for appointing such person;
- (b) is an undischarged insolvent or has at any time been adjudged as an insolvent;
- (c) has at any time suspended payment to his creditors or makes, or has at any time made, a composition with them; or
- (d) has at any time been convicted by a court of an offence and sentenced for a period of more than six months.

256. A Managing Director or an Executive Director may not while he continues to hold that office be subject to retirement by rotation, provided that they may also be appointed as Managing Director(s) or an Executive Director(s) liable to retire by rotation for compliance with the applicable provisions of the Act. If he ceases to hold the office of a Director, he shall *ipso facto* and immediately cease to hold the office of Managing Director or an Executive Director.

#### **LXXXV. Restriction on Management**

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

#### **LXXXVI. Remuneration to Managing Directors/Executive Directors**

258. Subject to the provisions of Section 196 and 197 of the Act and any other provisions of the Act and Applicable Law, a Managing or executive Director may be paid such remuneration, whether by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act, as the Board of Directors may determine.

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



259. Subject to the provisions of the Act and rules made thereunder, the Board may appoint a Chief Executive Officer, Manager, Company Secretary or Chief Financial officer, at such remuneration and upon such conditions as it may think fit; and any Chief Executive Officer, manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution at a Board Meeting.

Subject to the Article above, the powers conferred on the CEO shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### **LXXXVIII. MANAGEMENT**

260. The Company shall not appoint or employ at the same time more than one of the following categories of managerial personnel, namely :-

- (a) Managing Director
- (b) Manager

261. The Board or any Committee thereof shall from time to time be entitled to designate, as “director” or “managing director” at its discretion, one or more senior executives who are in the permanent employment of the Company and who are not a Director on the Board at its discretion as a “director” "managing director." The senior executive who is so designated shall, however, not be, and is not to be considered as a Director or Managing Director as defined in the Act, and shall not have the powers, authorities or responsibilities exercisable or discharged by a Managing Director under or pursuant to the Companies Act. Nothing contained in these Articles applicable to a Managing Director shall at all apply to a senior executive designated by the Board as “managing director” pursuant to this Article.

#### **LXXXIX. POWER TO AUTHENTICATE DOCUMENTS**

262. Any Director or the Company Secretary or any officer appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts thereof; and where any books, records documents or accounts are then, at the office, the local manager or other officer of the Company having the custody thereof, shall be deemed to be a person appointed by the Board as aforesaid.

263. Document purporting to be a copy of resolution of the Board or an extract from the minutes of meeting of the Board which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be that extract is a true and accurate records of a duly constituted meeting of the Directors.

#### **XC. THE SEAL**

264. The Board may provide a Seal for the purpose of the Company and shall have power, from time to time, to destroy the same and substitute a new Seal, in lieu thereof. The Board shall provide for the safe custody of the Seal and the Seal, except as otherwise empowered under the Act, shall never

be used except under the authority of the Board or a Committee of the Board previously given. 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 two directors and the Company Secretary or any other officer authorized by the Board and those two directors and the Company Secretary or authorized officer shall sign every instrument to which the seal of the Company is so affixed in his presence.

## **XCI. MANAGEMENT OUTSIDE INDIA AND OTHER MATTERS**

265. Subject to the provisions of the Act the following shall have effect:

- i. The Board may from time to time provide for the management of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit and the provisions contained in the four next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.
- ii. Subject to the provisions of the Act, the Board may at any time establish any local Directorate for managing any of the delegation or affairs of the Company outside India, and may appoint any person to be member of any such local Directorate or any manager or agents and may fix their remuneration and, save as provided in the Act, the Board may at any time delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board and such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed and annual or vary any such delegations.
- iii. The Board may, at any time and from time to time by power of attorney under Seal, appoint any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions not exceeding those which may be delegated by the Board under the Act and for such period and subject to such conditions as the Board may, from time to time, thinks fit, and such appointments may, if the Board thinks fit, be made in favour of the members or any of members of any local Directorate established as aforesaid, or in favour of the Company or of the members, Directors, nominees or officers of the Company or firm or In favour of any fluctuating body of persons whether nominated directly or indirectly by the Board, and any such Power of Attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board thinks fit.
- iv. Any such delegate or Attorney as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- v. The Company may exercise the power conferred by the Act with regard to having an Official seal for use abroad, and such powers shall be vested in the Board, and the Company may cause to be kept in any state or country outside India, as may be permitted by the Act, a Foreign Register of Member or Debenture holders residents in any such state or country and the Board may, from time to time make such regulations not being inconsistent with the provisions of the Act, and the Board may, from time to time make such provisions as it may think fit relating thereto and may comply with the requirements of the local law and shall In any case comply with the provisions of the Act.

## **XCII. DIVIDENDS AND RESERVE**

## **Division of profits**

266. The profits of the Company, subject to any special rights as to Dividends or authorized to be created by these Articles, and subject to the provisions of these Articles shall be divisible among the members in proportion to the amount of Capital paid-up on the shares held by them respectively.

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

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

## **Dividend only to be paid out of profits**

268. The Dividend can be declared and paid only out of the following profits;
- i. Profits of the financial year, after providing depreciation as stated in Section 123(2) read with Schedule II and Applicable Laws; or
  - ii. Accumulated profits of the earlier years, after providing for depreciation under Section 123(2) read with Schedule II and Applicable Laws; or
  - iii. Both (i) and (ii); or
  - iv. Out of money provided by Central or State Government for payment of Dividend in pursuance of a guarantee given by the Government.

If the Company has incurred any loss in any previous financial year or years, the amount of the loss or any amount which is equal to the amount provided for depreciation for that year or those years whichever is less, shall be set off against the profits of the Company for the year for which the Dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of Section 123(2) of the Act or Applicable Law, or against both.

## **Transfer to reserve**

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

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

## **Interim Dividend**

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

### **Dividend out of reserves**

272. Where, owing to inadequacy or absence of profits in any year, the Company proposes to declare Dividend out of the accumulated profits earned by the Company in previous years and transferred by it to the free reserves, such declaration of Dividend shall not be made except in accordance with such rules as prescribed by the Central Government in this behalf.

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

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

### **Payment of pro rata Dividend**

274. 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.

### **Deduction of money owed to the Company**

275. 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.

### **Rights to Dividend where shares transferred**

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

### **Dividend to be kept in abeyance**

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

### **Notice of Dividend**

278. 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.

### **Manner of paying Dividend**

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

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

### **Receipts for Dividends**

281. 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.

### **Non-forfeiture of unclaimed Dividend**

282. Where the Company has declared a Dividend but which has not been paid or claimed within 30 (thirty) days from the date of declaration, transfer the total amount of dividend, which remained unpaid or unclaimed within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days to a special account to be opened by the Company in that behalf in any scheduled bank, to be called "Flair Writing Industries Limited Unpaid Final/Interim Dividend Account FY \_\_\_\_" or such other name as may be decided by the Board of Directors from time to time. The Company shall transfer any money transferred to the unpaid dividend account of the Company that remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer to the Fund established under sub-section (1) of Section 125 of the Act, *i.e.*, "Investors Education and Protection Fund". No unclaimed Dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with the provision of Sections 124 and 125 of the Act in respect of all unclaimed or unpaid Dividends.

283. 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.

## **XCIII. ACCOUNTS**

### **Directors to keep true accounts**

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

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

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

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

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

#### **XCIV. Preparation of revised financial statements or Boards' Report**

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

#### **Places of keeping accounts**

290. 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.

291. 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.

#### **XCV. AUDIT**

##### **Auditors to be appointed**

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

293. Subject to the provisions of Section 139 of the Act and rules made thereunder, the Statutory Auditors of the Company shall be appointed for a term of five consecutive years (in case Auditor is an Individual) or two terms of five consecutive years (in case Auditor is an Audit Firm) as the case may be. Provided that the Company may, at a General Meeting, remove any such Auditor or all of such Auditors and appoint in his or their place any other person or persons as may be recommended by the Board, in accordance with Section 140 of the Act or Applicable Laws.

#### **XCVI. Remuneration of Auditors**

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

#### **XCVII. DOCUMENTS AND NOTICES**

##### **Service of documents and notice**

295. A document or notice may be served or given by the Company on any member either personally or sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him or by way of any electronic transmission, as prescribed in Section 20 of the Act and rules made thereunder.

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

#### **XCVIII. Newspaper advertisement of notice to be deemed duly serviced**

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

#### **XCIX. Notice to whom served in case of joint shareholders**

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

#### **C. Notice to be served to representative**

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

#### **CI. Service of notice of General Meetings**

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

The accidental omission to give notice or 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.

**CII. Members bound by notice**

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

**CIII. Documents or notice to be signed**

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

**CIV. Notice to be served by post or other electronic means**

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

**CV. Admissibility of micro films, computer prints and documents to be treated as documents and evidence**

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

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

**CVI. WINDING UP**

306. Subject to the provisions of Chapter XX of the Act and Applicable Law 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, but subject to the rights attached to any preference Share Capital, divide among the contributories in specie any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction shall think fit.



- 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.

#### **CVII. BONAFIDE EXERCISE OF MEMBERSHIP RIGHTS**

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

#### **CVIII. INDEMNITY**

308. Every officer of the company shall be indemnified out of the assets of the company 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 in which relief is granted to him by the court or the Tribunal.
309. Subject to the provisions of the Act, no Director, Managing Director or other officer of the Company shall be liable for the acts, omissions, neglects, defaults, malafide acts, error of judgment or oversight of any other Director or officer or employee which shall happen in the execution of the duties of their office or for any loss or expenses suffered by the Company through insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, company or corporation, with whom any monies, securities or effects' shall be entrusted or deposited.

#### **CIX. SECRECY**

310. Every manager, Auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge In the discharge of his duties except when required to do so by the Directors or by any general meeting or by the law of the country and except so far as maybe necessary in order to comply with any of the provisions in these presents and the provisions of the Act.
311. Subject to the provisions of these Articles and the Act, no member, or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or to examine the Company's premises or properties of the Company without the permission of the Directors or to

require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be expedient in the interest of the Company to communicate.

We the several persons whose names, addresses and descriptions are mentioned below, are desirous of being formed into a Company, in pursuance of these **ARTICLES OF ASSOCIATION**:

Name, Address, Description and Occupation of each Subscriber	Signature of Subscriber	Signature Names, Address, Description & Occupation of Witness
Mr. Khubilal Jugraj Rathod S/o Jugraj Shrichand Rathod 101-401, Joy Solitiare Bldg, Plot No. 3, N S Rd 5, Friends CHS Ltd, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	Sd/-	<p style="text-align: center;">Witness to the Subscribers  Name: Ravindra C. Kanojiya  S/o: Chandulal B. Kanojiya  Add: Room No. A/11, Sai Sadan Chawl, Tanaji Nagar, Malad (E), Mumbai 400 097.  I witness to subscribers who have subscribed &amp; signed in my presence further  I have verified their legal identity details (ID) for their identifications and  satisfied my self &amp; their identification particulars as filled in.</p>
Manjula Vimalchand Rathod W/o Vimalchand Jugraj Rathod Plot No. 11, Nutan Laxmi CHS Ltd, CTS No. 261, JVPD Scheme, N S Road 10, Mumbai-400049 Business	Sd/-	
Vimalchand Jugraj Rathod S/o Jugraj Shrichand Rathod Plot No. 51, Flat No. 61, Nutan Laxmi CHS, Abhay Bldg, 9 <sup>th</sup> Road, JVPD Vile Parle W, Mumbai- 400056 Business	Sd/-	
Sangita Rajesh Rathod W/o Rajesh Khubilal Rathod 401-501, Joy Solitiare Bldg, Plot No. 3, N S Rd 5, Friends CHS Ltd, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	Sd/-	
Sumit Vimalchand Rathod S/o Vimalchand Jugraj Rathod 601, Plot No. 51, Nutan Laxmi CHS Ltd, Abhay Bldg, 9 <sup>th</sup> Road, JVPD Scheme, Vile Parle W, Mumbai- 400056 Business	Sd/-	
Nirmala Khubilal Rathod W/o Khubilal Jugraj Rathod 401-501, Joy Solitiare Bldg, Plot No. 3, N S Rd 5, Friends CHS Ltd, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	Sd/-	
Mohit Khubilal Rathod S/o Khubilal Jugraj Rathod 401-501, Joy Solitiare Bldg, Plot No. 3, N S Rd 5, Friends CHS Ltd, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	Sd/-	
Sonal Sumit Rathod W/o Sumit Vimalchand Rathod 601, Abhay Apartment, Plot No. 51, Nutan Laxmi CHS, JVPD Scheme, N S Road No. 2, Vile Parle W, Mumbai- 400056 Business	Sd/-	
Rajesh Khubilal Rathod S/o Khubilal Jugraj Rathod 401-501, Joy Solitiare Bldg, Plot No. 3, N S Rd 5, Friends CHS Ltd, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	Sd/-	
Shalini Mohit Rathod W/o Mohit Khubilal Rathod 401, 4 <sup>th</sup> Flr, Friends CHS Ltd, Plot No. 5, JVPD Scheme, Vile Parle West, Mumbai-400056 Business	Sd/-	