

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
GHCL TEXTILES LIMITED**



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that GHCL TEXTILES LIMITED is incorporated on this Seventeenth day of June Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U18101GJ2020PLC114004.

The Permanent Account Number (PAN) of the company is **AAICG3408K** *

The Tax Deduction and Collection Account Number (TAN) of the company is **AHMG08875G** *

Given under my hand at Manesar this Seventeenth day of June Two thousand twenty .



Digital Signature Certificate

Mr. Pankaj Srivastava

ASST. 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

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

GHCL TEXTILES LIMITED

GHCL House, Opp. Punjabi Hall,, Navrangpura,, Ahmedabad, Ahmedabad,
Gujarat, India, 380009



* as issued by the Income Tax Department

SPICe MOA

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013]

FORM NO. INC-33

* Table applicable to company as notified under schedule I of the companies Act, 2013

A

Table A- MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

1.	The Name of the Company is GHCL TEXTILES LIMITED
2.	The Registered office of the company will be situated in the state of Gujarat-GJ
3.(a)	The objects to be pursued by the company on its incorporation are
	<p>1. To carry on the business of processing, re-processing, converting, researching, developing, refining, preparing, blending, purifying, piping, dyeing, producing, developing, manufacturing, spinning, weaving, ginning, bailing, pressing, retailing, formulating, acquiring, dealing in, buying, selling, storing, stocking, distributing, supplying, importing & exporting all kinds of textiles, textile products, yarns, cotton, spun, synthetic, polyester, acrylic, dyed, combed, gassed, mercerized, silk, wool, knitted fabric, fibres, dyes, cloth, leather, garments, cushions, pillows, mattresses, canvas, terry towels, terry products, bath robes, terry cloth, shearing cloth, waste cloth and derivatives, by-products, intermediates and mixtures thereof including but not limited to any kinds of home textiles, technical textiles, home furnishings, readymade garments, coverings, coated fabrics, hosiery, undergarments and silk or merchandise of every kind and description and other production goods, articles and things as are made from or with cotton, nylon, acrylics, jute and other such kinds of fibre by whatever name called or made under any process, whether natural or manmade or artificial and by mechanical or other means and all other such products of allied nature made thereof and also to set up company owned retail outlets or to issue to franchisee rights to buy, sell or otherwise deal in such products.</p>
3.(b)	Matters which are necessary for furtherance of the objects specified in clause 3(a) are
	<p>1. To acquire, build, construct, improve, develop, give or take in exchange or on lease, rent, hire, occupy, allow, control, maintain, operate, run, sell, dispose of, carry out or alter as may be necessary or convenient any lease-hold or freehold lands, movable or immovable properties, including building, workshops, warehouse, stores, easement or other rights, machineries, plant, work, stock in trade, industrial colonies, conveniences together with all modern amenities and facilities such as housing, schools, hospitals, water supply, sanitation, townships and other facilities or properties which may seem calculated directly or indirectly to advance the company's objects and interest either in consideration of a gross sum of a rent charged in cash or services.</p> <p>2. To apply for, purchase, acquire and protect, prolong and renew in any part of the world any patents, patent rights, brevets d'invention, licenses, protections and concessions which may appear likely to be advantageous or useful to the company and to use and turn to account and or grant licenses or privileges in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions or rights which the company may acquire or proposes to acquire.</p>

3. To establish, provide, maintain and conduct or subsidise research laboratories and experimental workshops for scientific and technical researches, experiments and tests of all kinds and devices and/or to sponsor or draw out programmes for promoting scientific, technical, social, economic and educational research and development and assist in the execution and promotion of such programmes either directly or through an independent agency or in any other manner, directly or indirectly and to secure such approvals, exemptions and/or recognitions under the Income Tax Act, 1961 and any other law for the time being in force and to promote studies and researches both scientific and technical investigations, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the award of scholarships, prizes, grants to students and generally to encourage, promote inventions of any kind that may be considered useful to the company.
4. To form incorporate, promote, purchase, acquire, undertake or takeover, the whole or any part of the business, profession, goodwill, assets, properties (movable or immovable), contracts, agreements, rights, privileges, effects, obligations and liabilities of any persons, firm or company or companies carrying on all or any of proposing to carry on or ceasing to carry on any business, profession or activities which the company is authorised to carry on or the acquisition of all or any of the properties, rights and assets of any company or subject to the provisions of the Companies Act, 2013, the control and management of the company or the undertaking of the acquisitions of any other object or objects which in the opinion of the Company could or might directly or indirectly be beneficial or advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation or takeover or acquisition and to remunerate any person, firm or company in any manner, it shall think fit for services rendered or to be rendered for and in respect of such promotion or incorporation or takeover or acquisition or in obtaining subscription of or the placing of any shares, stocks, bonds, debentures, obligations or securities of any such company or companies, subject to the provisions of the Companies Act, 2013.
5. Subject to the provisions of applicable law to procure registration, incorporation or recognition of the Company in any country state or place and to establish and regulate agencies for the purpose of the company's business and to apply or join in applying to any parliament, local government, municipal or other authority or body, Indian or foreign for any rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any bills, proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.
6. To enter into partnership or any arrangement for sharing or pooling profits, amalgamations, union of interest, co-operation, joint venture, reciprocal concessions or to amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business, undertaking or transactions which this company is authorised to carry on or engaged in any business, undertaking or transactions which may seem capable of being carried on or conducted, so as directly or indirectly, to benefit the company.
7. To acquire or amalgamate, absorb or merge with any other company or companies or to form, promote subsidiaries having objects altogether or in part similar to those of this company.

8. To manage, sell, dispose off, let, mortgage, exchange, redeem, underlet, grant leases, licenses, easements or turn to account or otherwise dispose off in any manner the whole of the undertaking or any properties (movable or immovable), assets, rights, and effects of the Company or any part thereof, on such terms and for such purposes and for such consideration as the company may think fit and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company and in the event of winding up of the Company to distribute among the members in specie or kind any properties or assets of the Company or any proceeds of sale or disposal of any properties of the Company, subject to the provisions of the Companies Act, 2013.
9. To enter into arrangements with any government or authorities municipal, local or any persons or company in India or abroad that may seem conducive to the objects of the company or any of them and to apply for, secure, acquire, obtain from such government, authorities, persons or company any right, privileges, powers, authority, charters, contracts, licenses, concessions, grants, decrees, rights which the Company may think desirable.
10. To pay all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and charges in connection therewith and/ or make donations (by cash or other assets) to remunerate by allotment of fully or partly paid 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 to any person, firm, company assisting to place or guaranteeing the subscription of other security of the company in or about the formation or promotion of the Company or for any other reason which the company may think fit subject to the provisions of the Companies Act, 2013.
11. To promote or join in the promotion of any company or companies including subsidiary companies (wholly owned or partly owned) for the purpose of acquiring all or any of the properties, rights and liabilities of the company or for any other purposes which may seem directly or indirectly calculated to benefit the Company and to underwrite shares and securities therein.
12. To do all or any of the above things in India or in any part of the world as principals, agents, contractors or trustees and either alone or in conjunction with others.
13. Subject to Section 73 of the Companies Act, 2013 and the rules framed thereunder and the directives issued by the Reserve Bank of India, to borrow or raise money or to take money on loan on interest from banks, financial institutions, government agencies, co-operative societies, persons, companies, firm, in such manner as the Company may think fit and in particular by the issue of debentures or debenture-stock, perpetual including debentures or debenture stock convertible into shares of this Company or perpetual annuities and in security of any such money borrowed, raised or received to mortgage, pledge, hypothecate, or charge the whole or any part of the properties (movable or immovable) assets or revenue of the Company present or future including its uncalled capital by special assignments or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may be deemed expedient and to purchase, redeem or pay off any such securities. The Company shall not carry on any banking or insurance business which may fall within the purview of Banking Regulations Act, 1949 or the Insurance Act, 1938, respectively.

14. To make, draw, accept, endorse, discount, execute, negotiate, assign, and issue cheques, promissory notes, drafts, hundies, bonds, railway receipts, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instrument.
15. To guarantee the payment of money secured or unsecured by or payable under or in respect of any promissory notes, bonds, debenture stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, central, state, municipal, local or of any person whomsoever whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations of any person, firm or company and to guarantee the repayment of loan with interest availed from Financial institution/s, Banks, Private Financiers, availed by any person, company, firm, society, trust or body corporate.
16. To guarantee or become liable for the performance of the obligations and the payment of interest on any debentures or securities of any company, corporation or association or a persons in which such guarantees may be considered beneficial or advantageous, directly or indirectly to further the objects of the Company or the interest of the members.
17. Subject to the provisions of the Companies Act, 2013 to accumulate funds and to invest or deal in with and invest money belonging to the Company in any deposits, shares, stocks, debentures, debenture-stocks, kinds obligations, or securities by original subscription, participation in syndicates having similar objects and to tender, purchase, exchange and to subscribe for the same and to guarantee the subscription thereof and to exercise and enforce all the rights and powers conferred by or incidental to the ownership thereof.
18. To open and operate current, overdrafts, loan, cash credit or deposit or any other type of accounts with any banks, company, firm, association or person.
19. To establish, continue and support or aid in the establishment of cooperative societies, association and other institutions, funds, trusts, amenities and conveniences calculated to benefit or indemnify or insure employees or ex-employees of the Company or Directors or ex-Directors of the Company or the dependants or connections of such persons and at its discretion to construct, maintain, buildings, houses, dwelling or chawls or to grant bonus, pensions and allowance and to make payments towards insurance and to pay for charitable or benevolent objects, also to remunerate or make donations by cash or other assets or to remunerate by the allotment of shares credited as fully or partly paid for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital or any debentures, debenture-stock or other securities of the company in or about the formation or promotion of the Company or for the conduct of its business.
20. To undertake, carry out, promote and sponsor rural or semi urban or urban development including any programme for promoting the social and economic welfare or upliftment of the public in any such area and to incur any expenditure on any programme of rural, semi-urban and urban development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.

21. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for the discharging of social and moral responsibilities of the Company to the public or any section of the public as also any activities to promote national welfare or social, economic and without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activities for publication of any books, literature, news-papers or for organizing lectures or seminars likely to advance these objects or for giving merit awards or scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, funds or trusts having any one of the aforesaid objects as one of its objects by giving donations and/or contributions, subsidies and/or grants or in any other manner.
22. To donate, gift, contribute, subscribe, promote, support or aid or assist or guarantee money to charitable, benevolent, religious, scientific, national, public or to other institutions, funds or objects, or for any public, general or other objects and to accept gifts, bequests devices and donations from any firm, company or persons as may be thought appropriate or conducive to the interest of the Company.
23. To create any depreciation fund, reserve funds, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures, redeemable preference shares or gratuity or pension or for any other purpose conducive to the interest of the Company.
24. Subject to Section 52 of the Companies Act, 2013, to place, reserve, distribute, as dividend or bonus or to apply as the Company may from time to time determine any moneys received in payment of dividend or money arising from the sale of forfeited shares or any money received by way of premium on shares or debentures issued at a premium by the Company.
25. To engage, employ, train, either in India or elsewhere, suspend and dismiss any agents, managers, superintendents, assistants, clerks, coolies other employees and to remunerate any such persons at such rate as shall be thought fit and to grant pensions or gratuities to any such person or to his widow or children and generally to provide for the welfare of employees.
26. To refer or agree to refer any claims, demands, disputes or any other questions by or against 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 party to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
27. To use trademarks, trade names or brand names for the business activities products and goods and adopt such means of making known the business and products in which the company is dealing as may seem expedient and in particular by advertising on radio, television, newspapers, magazines, periodicals, by circulars, by opening stalls and exhibition, by publication of books and periodicals, by distributing samples and by ranting prizes, rewards and awards.

	<p>28. To undertake the payment of all rent and the performance of all covenants, contracts, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or acquired by the Company.</p> <p>29. To become members of or to enter into any agreement with any institution, association or company carrying on or which may carry on research and other scientific work of investigation in connection with any business of Company or other trades or industries allied therewith or ancillary thereto and to acquire shares in any such institutions, association or company and contribute towards the capital or funds, thereof.</p> <p>30. To undertake and execute any trust which may be beneficial to the Company directly or indirectly.</p> <p>31. To ensure properties, assets, undertakings, contracts, guarantees, liabilities, risks or obligations of the Company of every nature and kind.</p> <p>32. To receive donations, gifts, contributions, subsidies, grants, and other mode of receipts of money for the furtherance of the objects of the Company.</p> <p>33. To invest the funds of the Company not immediately required in Government or Semi Government corporations, companies or firms.</p> <p>34. To pay a share in the profit of the company or commission to brokers sub-agents, agents or any other company, firm or person including the employees of the Company as may be thought fit for services rendered to the Company.</p> <p>35. To employ experts, to investigate and examine into the conditions prospects, value character and circumstances of any business concerns and undertaking and generally of any assets, concessions, properties and/or rights.</p> <p>36. To open establish, maintain and to discontinue in India or overseas any offices, branch offices, regional offices, trade centers, exhibition centers, liaison offices and to keep local or resident representative in any part of the world for the purpose of promoting the business of the company.</p> <p>37. To enter into arrangement for technical collaboration and/or other form of agreement including capital participation with a foreign or Indian company for the purpose of manufacture, quality control and product improvements and for marketing of the products which the Company is empowered to manufacture and/or market and to pay or to receive for such technical assistance or collaborations, royalties or other fees in cash or by allotment of shares of the Company credited as paid up or issue of debentures or debentures-stock, subject to the provisions of laws for the time being in force.</p> <p>38. To secure contracts for supply of the products manufactured by the company to military, civil and other departments of the government or semi-government bodies, corporations, public or private contracts, firms or persons and to recruit trained persons including persons retired from defence, police, military and paramilitary forces to employ detectives.</p>
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	<p>39. To take part in the management, supervision and control of the contracts, rights, turnkey jobs, operations or business of any company or undertaking entitled to carry on the business which the company is authorised to carry on.</p> <p>40. To train or pay for training in India or abroad of any of Company's employees or officers or any candidate in the interest of or furtherance of the company's objects and to establish training facilities for providing training to company's employees and other people.</p> <p>41. To employ and pay experts, consultants, engineers in connection with the planning operating and development of all business connected with the company's operations.</p> <p>42. To take part in the management, supervision and control of the business or operations of any company or undertaking entitled to carry on the business which this company is authorized to carry on.</p> <p>43. To do all or any of the above things in any part of the world, and either as principals, agents, trustees contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.</p> <p>44. To do all such other things as may be deemed, or as the Board of Directors of the company considers, incidental, conducive or beneficial to the attainment of above objects or any of them.</p> <p>AND it is hereby declared that:</p> <ol style="list-style-type: none"> i. In the interpretation of this clause the powers conferred on the company by any paragraph shall not subject to the provisions of section 4 of the Companies Act, 2013 be restricted by reference to any other paragraph, or to the name of the company, or by the juxtaposition of two or more objects, and that, in the event of ambiguity this clause and every paragraph hereof shall be construed in such way as to widen and not to restrict the powers of the company and ii. The word "Company" (save when used with reference to this company) in this memorandum shall be deemed to include any individual, any partnership or other body or association of persons, whether incorporated, domiciled in India or elsewhere. Provided that notwithstanding anything hereinabove contained, the company shall not carry on any business falling within the purview of the Banking Companies Act and the Insurance Act.
4.	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.
5.	*The share capital of the company is Rs.35,15,00,000/-(Rupees Thirty Five Crore Fifteen Lacs) divided into 17,57,50,000 (Seventeen Crore Fifty Seven Lacs Fifty Thousand Only) Equity shares of Rs. 2/- (Rupees Two only) each.
6.	We, the several persons, whose names and addresses are subscribed, 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 against our respective names:

*Amended pursuant to para 6.3 of the Scheme of Arrangement as approved by the Hon'ble NCLT

Prior to this amendment Clause 5 of the MOA was as under:

The share capital of the company is Rs. 15,00,000/- (Rupees Fifteen Lacs only) divided into 7,50,000 (Seven Lac Fifty Thousand only) Equity shares of Rs. 2/- (Rupees Two only) each.

S.No.	Subscriber Details					
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken		DSC	Dated
1	GHCL Limited (CIN: L24100GJ1983PLC006513) Company incorporate under the Companies Act, 1956 having registered office at: "GHCL House" Opp. Punjabi Hall, Navrangpura, Ahmedabad - 380009 Occupation:Business PAN: AAACG5609C Authorised Person: Mr. Manoj Ishwar, Senior Manager(Secretarial) s/o Amresh Kumar Ishwar residing at 44A, Guru Harkishan Nagar, Delhi - 110059 as authorised by Board Resolution dated 16th March, 2020 Occupation: Service	AAHPI5129D	49994	Equity	MANOJ KUMAR ISHWAR <small>Digitally signed by MANOJ KUMAR ISHWAR Date: 2020.06.06 20:56:37 +05'30'</small>	06/06/20
				Preference		
2	Mr. Neelabh Dalmia S/o Shri Anurag Dalmia (as Nominee of GHCL Limited) residing at 9, Tees January Marg, New Delhi, 110011 Occupation: Service (Executive Director-Textiles at GHCL Limited)	00121760	1	Equity	NEELABH DALMIA <small>Digitally signed by NEELABH DALMIA Date: 2020.06.06 13:37:35 +05'30'</small>	08/06/20
				Preference		
3	Mr. Ravi Shanker Jalan S/o Late Shri Badri Prasad Jalan (as Nominee of GHCL Limited) residing at 330, Mandakini Enclave Alakhnanda , New Delhi 110019 Occupation: Service (Managing Director at GHCL Limited)	00121260	1	Equity	RAVI SHANKAR JALAN <small>Digitally signed by RAVI SHANKAR JALAN Date: 2020.06.06 17:26:59 +05'30'</small>	06/06/20
				Preference		
4	Mr. Raman Chopra S/o Late Shri Rajindra Nath Chopra (as Nominee of GHCL Limited) Residing at C-143, Sector-44, Noida 201303 Occupation: Service (CFO & Executive Director at GHCL Limited)	00954190	1	Equity	RAMAN CHOPRA <small>Digitally signed by RAMAN CHOPRA Date: 2020.06.06 17:27:26 +05'30'</small>	06/06/20
				Preference		
5	Mr. Bhuwneshwar Prasad Mishra S/o Late Shri Jagdish Prasad Mishra (as Nominee of GHCL Limited) Residing at Flat No. C-608, Shiksha Niketan Apartments Sector-5, Vasundhara Ghaziabad 201012 Occupation: Service (Senior General Manager & Company Secretary at GHCL Limited)	00761048	1	Equity	Bhuwneshwar Prasad Mishra <small>Digitally signed by Bhuwneshwar Prasad Mishra Date: 2020.06.06 17:27:48 +05'30'</small>	06/06/20
				Preference		
6	Mr. Sunil Gupta S/o Jai Prakash Gupta (as Nominee of GHCL Limited) Residing at 411, Mandakini Enclave Alakhnanda, South Delhi, New Delhi 110019 Occupation: Service (General Manager-Finance at GHCL Limited)	AIFPG0661G	1	Equity	SUNIL GUPTA <small>Digitally signed by SUNIL GUPTA Date: 2020.06.08 11:38:14 +05'30'</small>	08/06/20
				Preference		
7	Mr. Abhishek Chaturvedi S/o Shri Nand Lal Chaturvedi (as Nominee of GHCL Limited) Residing at 904/906, Kabbi Bai Dharamshala, Prayag Ghat, Mathura - 281001 (Uttar Pradesh) Occupation: Service (Manager-Finance at GHCL Limited)	AJFPC5481P	1	Equity	Abhishek Chaturvedi <small>Digitally signed by Abhishek Chaturvedi Date: 2020.06.08 11:39:34 +05'30'</small>	08/06/20
				Preference		
Total Shares taken			50,000.0	Equity		
				Preference		

Signed before Me

Name		Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated
FCS	Manoj Rajaram Hurkat	306, Arth Complex, B/h A K Patel House, Nr. Mithakhali Six Roads, Navrangpura, Ahmedabad - 380009 Occupation: Practising Company Secretary	4287	Manoj Rajaram Hurkat Digitally signed by Manoj Rajaram Hurkat Date: 2020.06.08 14:39:29 +05'30'	08/06/20

Modify

Check Form

SPICE AOA

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013]
FORM NO. INC-34

*Table F as notified under schedule I of the Companies Act, 2013 is applicable to the Company

GHCL TEXTILES LIMITED A COMPANY LIMITED BY SHARES

'Not applicable'	'Altered'	Article No.	Description
			Interpretation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I	<p>(i) In these regulations --</p> <p>(a) "the Act" means the Companies Act, 2013,</p> <p>(b) "the seal" means the common seal, if any, of the Company.</p> <p>(c) "Board" means the Board of Director of the Company</p> <p>(ii) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.</p> <p>General Powers</p> <p>(iii) Wherever in the Companies Act, 2013 it has been provided that the Company shall have any right, privilege or authority or that Company cannot carry out any transaction, action or event unless the Company is so authorized by its Articles then in that case, this Article hereby authorise and empower the Company to have such rights, privileges or Authority and to carry out such transaction, action or event as have been permitted by the Companies Act, 2013 as amended from time to time.</p> <p>Reference to share to include debentures or other securities</p> <p>(iv) Unless otherwise repugnant to the context, all the provisions of the Articles of Association pertaining to shares shall mutatis mutandis apply to debentures and other securities of the Company.</p>
			Share Capital and variation of Rights
<input type="checkbox"/>	<input checked="" type="checkbox"/>	II 1	<p>Directors to allot shares</p> <p>The shares in the capital of the Company shall be under the control of the Board who may issue and allot or otherwise dispose of the same in the Capital of the Company to any person, in such proportion and on such terms and conditions as they may deem fit including issue and allotment of shares as payment or part payment for any property sold or transferred or goods or machinery supplied or for service rendered to the Company in or about the conduct of the Company's business and shares to be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid up shares.</p>

<input type="checkbox"/>	<input checked="" type="checkbox"/>	2	<p>Provisions as to issue of certificates</p> <p>(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided -</p> <p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.</p> <p>(ii) Every certificate shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by any two of the directors or any one of the directors and a person authorised by the Board or in any other permitted manner. Provided that in case the company has a common seal it shall be affixed in the presence of the persons required to sign the certificate.</p> <p>(iii) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.</p> <p>Issue of new certificate in place of one defaced, lost or destroyed</p> <p>(iv) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of such charges as may be fixed by the Board for each certificate.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3	<p>Kinds of Share Capital</p> <p>(i) The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:</p> <p>(a) Equity Share Capital:</p> <p>i. with voting rights; and /or</p> <p>ii. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and</p> <p>(b) Preference Share Capital</p> <p>Dematerialization of Shares</p> <p>(ii) Notwithstanding anything contained in these Articles, the Company shall be entitled in accordance with the provisions of the Depositories Act, 1996, to dematerialise any or all of its shares, debentures and other marketable securities and to offer the same for subscription in dematerialized form and on the same being done, the Company shall</p>

			further be entitled to maintain a Register of Members with the details of Members holding shares both in material and dematerialized form in any media as permitted by law including any form of electronic media, either In respect of the existing shares or any future issue.
<input type="checkbox"/>	<input type="checkbox"/>	4	Company not to recognize any trust Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5	Payment of Commission & Brokerage (i) The Company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other. (iv) The Company may, on any issue of securities, pay such brokerage as may be reasonable and lawful.
<input type="checkbox"/>	<input type="checkbox"/>	6	Variation of class rights (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
<input type="checkbox"/>	<input type="checkbox"/>	7	Creation or issue of further share not to vary class rights The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari-passu therewith.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	8	Power to Issue Redeemable Preference Shares Subject to the provisions of the Act, the Board shall have the power to issue or redeem or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and

			conditions and in such manner as determined by the Board in accordance with the Act.
			Lien
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9	<p>Company's Lien on shares</p> <p>(i) The Company shall have a first and paramount lien:</p> <p>(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and</p> <p>(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:</p> <p>Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.</p> <p>(ii) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.</p> <p>Outsider's lien not to affect Company's lien</p> <p>(iii) In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.</p>
<input type="checkbox"/>	<input type="checkbox"/>	10	<p>As to enforcing lien by sale</p> <p>The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:</p> <p>(i) Provided that no sale shall be made—</p> <p>unless a sum in respect of which the lien exists is presently payable; or</p> <p>(ii) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.</p>
<input type="checkbox"/>	<input type="checkbox"/>	11	<p>Validity of sale</p> <p>(i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.</p> <p>Purchaser to be registered holder</p> <p>(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> <p>Purchaser not affected</p> <p>(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.</p>
			Application of proceeds of sale

<input type="checkbox"/>	<input type="checkbox"/>	12	<p>(i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.</p> <p>(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.</p>
			Calls on Shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13	<p>Board may make calls</p> <p>(i) The Board may, from time to time, make calls, of such amount and giving such time as it may deem appropriate, upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.</p> <p>Board may extend time for payment</p> <p>(ii) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.</p> <p>(iii) A call may be revoked or postponed at the discretion of the Board.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	14	<p>Installments on shares to be duly paid</p> <p>If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder</p>
<input type="checkbox"/>	<input type="checkbox"/>	15	<p>Joint Holders</p> <p>(i) Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship subject to the provisions contained in these Articles:</p> <p>(ii) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.</p>
<input type="checkbox"/>	<input type="checkbox"/>	16	<p>Interest on Calls unpaid</p> <p>(i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.</p> <p>(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	17	<p>Sum payable on allotment or on fixed date deemed to be call</p> <p>(i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.</p> <p>(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or</p>

			otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	18	<p>Payment in anticipation of calls may carry interest</p> <p>The Board -</p> <p>a. may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and</p> <p>b. upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance. Provided that such calls in advance shall not confer any additional dividend or additional voting right upon such member.</p>
			Transfer of Shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	19	<p>Instrument of transfer to be executed by transferor and transferee</p> <p>(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.</p> <p>Transferor deemed to be holder of share till registration of transfer</p> <p>(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.</p> <p>Custody of Transfer documents</p> <p>(iii) The instrument of transfer shall after, registration be retained by the Company and shall remain in its custody. All the instruments of transfer which the directors may decline to register shall on demand be returned to the person depositing the same. The directors may cause to be destroyed all transfer deeds lying with the Company after such period as they may determine.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	20	<p>Board may refuse to register transfer</p> <p>(i) The Board may, subject to the right of appeal conferred by the Act decline to register—</p> <p>(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or</p> <p>(b) any transfer of shares on which the company has a lien.</p> <p>(c) any transfer of shares on sufficient cause.</p> <p>Refusal Odd Lots</p> <p>(ii) Without in any way derogating from the powers conferred on the Board by this Article, the Board shall be entitled to refuse an application for transfer of shares less than the market trading unit of shares of the Company subject, however, to the following exceptions.</p> <p>a) transfer of shares made in pursuance of any provision of law or statutory regulation or order, or an order of a competent Court of Law, or</p>

			<p>b) transfer of the entire holding of shares by a shareholder holding less than the market trading unit of the Company's Shares by a single transfer to a single or joint names, or</p> <p>c) transfer of share</p> <p>(i) by a transferor whose shareholding after the transfer will result in his holding the market trading unit of the Company's shares or a multiple of such unit or</p> <p>(ii) to one or more transferees, whose shareholding after the transfer (in case of transfer from more than one transferor all transfers being presented to the Company for approval simultaneously) together with the shares already held by him will result in a holding of the market trading unit of the Company's shares or a multiple of such unit, or</p> <p>d) transmission of shares under a will, and</p> <p>e) transfer of shares of less than the market trading unit held by a shareholder, where the Board of Directors may at its discretion and in exceptional circumstances or in cases of genuine hardship or for any other just and sufficient cause (the decision of the Board being final and conclusive) accept such application.</p> <p>Power to refuse sub-division and/or consolidation</p> <p>(iii) Notwithstanding anything contained hereinabove, the Directors, may in their absolute discretion refuse sub-division and/or consolidation of Share Certificates or Debenture Certificates into denominations of less or more than marketable lots except where such sub-division and/or consolidation is required to be made to comply with a statutory provision or an order of a competent court of law.</p> <p>The Company not liable for disregard of notice prohibiting registration of transfer</p> <p>(iv) The Company shall incur no liability or responsibility whatever 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 notice of such equitable right, title or interest or notice prohibiting registration of such transfer and, may have entered such notice, or referred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it or any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless, be at liberty to regard and attend to any such notice and give effect thereto if the Board of Directors shall so think fit.</p>
<input type="checkbox"/>	<input type="checkbox"/>	21	<p>Board may decline to recognize instrument of transfer</p> <p>The Board may decline to recognize any instrument of transfer unless -</p> <p>(i) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;</p>

			<p>(ii) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and</p> <p>(iii) the instrument of transfer is in respect of only one kind of shares.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	22	<p>Transfer of Share Suspended</p> <p>On giving not less than seven days' previous notice in accordance with the Act and rules made there under, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:</p> <p>Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.</p>
			Transmission of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	23	<p>Directors may call for transfer of the shares of the deceased</p> <p>(i) If any member dies, the Board may call the heirs or the executors or the administrators of such deceased members to transfer the shares of the deceased to some person to be approved by the Board at the fair value of the shares and if the heirs or the executors or the administrators do not comply forthwith such requisition, they shall be deemed to have served to the Company with a transfer notice under Article 19(ii) and the provisions of that Article and the subsequent Articles shall apply thereon operate.</p> <p>(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</p> <p>(iii) On the death of any joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the shares but the Directors may require such evidence of death as they may think fit and nothing herein contained shall be deemed to release estate of the joint holder with any other persons.</p> <p>(iv) The executors or administrators of deceased members shall be the only person recognized by the Company as having any title to his shares and the Company shall not be bound to recognize such executors or administrators or other legal representation as the case may be from a duly constituted Court in India. Provided nevertheless that it shall be lawful for the Directors in its absolute discretion to dispose with production of Probate or Letter of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Directors may deem fit.</p>
<input type="checkbox"/>	<input type="checkbox"/>	24	<p>Transmission Clause</p> <p>(i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—</p> <p>(a) to be registered himself as holder of the share; or</p> <p>(b) to make such transfer of the share as the deceased or insolvent member could have made.</p>

			(ii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	25	Right to election of holder of share (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. (iii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	26	Claimant to be entitled to same advantage A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	27	
			Forfeiture of shares
<input type="checkbox"/>	<input type="checkbox"/>	28	Service of Notice for unpaid call If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
<input type="checkbox"/>	<input type="checkbox"/>	29	Contents of Notice for unpaid calls (i) The notice aforesaid shall - name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and (ii) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
<input type="checkbox"/>	<input type="checkbox"/>	30	Forfeiture of shares for not complying with requirements of notice If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time

			thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
<input type="checkbox"/>	<input type="checkbox"/>	31	Sale or Cancellation of forfeited shares (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
<input type="checkbox"/>	<input type="checkbox"/>	32	Effects of Forfeiture of shares (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. (ii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	33	Sale / Disposal of Forfeited shares (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share; (ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of; (iii) The transferee shall thereupon be registered as holder of the share; and (iv) 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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	34	Provisions relating to Forfeiture of shares (i) The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified Surrender of share certificates (ii) The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.
			Alteration of Capital
<input type="checkbox"/>	<input type="checkbox"/>	35	Increase in share capital of the Company The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
<input type="checkbox"/>	<input type="checkbox"/>	36	Consolidation, Sub-division, Cancellation of Share Capital Subject to the provisions of section 61, the Company may, by ordinary resolution -

			<p>(i) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;</p> <p>(ii) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;</p> <p>(iii) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;</p> <p>(iv) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.</p> <p>Provided that the Company may also specify its unspecified shares in any kind of shares</p>
<input type="checkbox"/>	<input type="checkbox"/>	37	<p>Conversion of shares into Stock</p> <p>Where shares are converted into stock -</p> <p>(i) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:</p> <p>Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.</p> <p>(ii) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.</p> <p>(iii) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.</p>
<input type="checkbox"/>	<input type="checkbox"/>	38	<p>Reduction of Share Capital</p> <p>The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law-</p> <p>(i) its share capital;</p> <p>(ii) any capital redemption reserve account; or</p> <p>(iii) any share premium account.</p>
			Capitalization of profits
<input type="checkbox"/>	<input type="checkbox"/>	39	<p>Approval of members for Capitalization of Profits</p> <p>(i) The Company in general meeting may, upon the recommendation of the Board, resolve –</p> <p>(a) 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</p> <p>(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p>

			<p>(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards-</p> <p>(a) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;</p> <p>(c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);</p> <p>(d) 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;</p> <p>(e) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.</p>
<input type="checkbox"/>	<input type="checkbox"/>	40	<p>Effects of Members approval for Capitalization of Profits</p> <p>(i) Whenever such a resolution shall have been passed, the Board shall-</p> <p>(a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and</p> <p>(b) generally do all acts and things required to give effect thereto.</p> <p>(ii) The Board shall have power-</p> <p>(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and</p> <p>(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;</p> <p>(iii) Any agreement made under such authority shall be effective and binding on such members.</p>
			Buy-back of shares
<input type="checkbox"/>	<input type="checkbox"/>	41	<p>Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.</p>
			General meetings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	42	<p>i. All general meetings other than annual general meeting shall be called extraordinary general meeting.</p> <p>Casting vote of Chairperson at general meeting</p>

			<p>ii. On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.</p> <p>Powers to arrange security at meetings</p> <p>iii. The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.</p> <p>Maintenance and Inspection of Statutory Registers and records</p> <p>iv. Subject to the provisions of the Act and Rules made there under, the Company shall keep and maintain at its registered office or at any other place as may be permitted, all statutory registers and records for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules.</p> <p>Provided that the Registers and Records shall be open for inspection (wherever permissible) during 11.00 a.m. to 1.00 p.m. on all working days of the Company, at the place where such Registers and Records are kept by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Act and the Rules. The fees for obtaining extracts of the Registers and Records (wherever permissible) may be also fixed by the Board but not exceeding the limits prescribed by the Act and the Rules.</p>
<input type="checkbox"/>	<input type="checkbox"/>	43	<p>Calling of Extra Ordinary General Meeting</p> <p>(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.</p> <p>(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.</p>
			Proceedings at general meetings
<input type="checkbox"/>	<input type="checkbox"/>	44	<p>Quorum of General Meeting</p> <p>(i) 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.</p> <p>(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.</p>
<input type="checkbox"/>	<input type="checkbox"/>	45	<p>Chairperson of General Meeting</p> <p>The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.</p>
<input type="checkbox"/>	<input type="checkbox"/>	46	<p>Appointment of Chairperson in General Meeting</p> <p>If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as</p>

			chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	47	Appointment of Chairperson by members If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	48	
			Adjournment of meeting
<input type="checkbox"/>	<input type="checkbox"/>	49	(i) 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. (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. (iii) 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. (iv) 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
<input type="checkbox"/>	<input type="checkbox"/>	50	Determination of Voting Rights Subject to special voting rights or restrictions (as decided by the Board) attached to different class or classes of shares: (i) On a show of hands, every members 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.
<input type="checkbox"/>	<input type="checkbox"/>	51	Voting through Electronic Mode A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
<input type="checkbox"/>	<input type="checkbox"/>	52	Voting in case Joint holders (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
<input type="checkbox"/>	<input type="checkbox"/>	53	Voting on behalf of person of unsound mind 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 legal guardian, and any such guardian may, on a poll, vote by proxy.
<input type="checkbox"/>	<input type="checkbox"/>	54	Voting by Poll at the General Meeting Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
<input type="checkbox"/>	<input type="checkbox"/>	55	Voting can only be made by members all the amount on shares

			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.
<input type="checkbox"/>	<input type="checkbox"/>	56	Objection on Voting Right (i) 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. (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
			Proxy
<input type="checkbox"/>	<input type="checkbox"/>	57	Appointment of Proxy The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized 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.
<input type="checkbox"/>	<input type="checkbox"/>	58	Proxy Form An instrument appointing a proxy shall be in the form as prescribed in the rules made under Section 105.
<input type="checkbox"/>	<input type="checkbox"/>	59	Voting by Proxy holder 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.
			Board of Directors
<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	The First Directors of the Company are: (i) Mr. Neelabh Dalmia (ii) Mr. Ravi Shanker Jalan (iii) Mr. Raman Chopra
<input type="checkbox"/>	<input checked="" type="checkbox"/>	61	Remuneration by way of monthly payment to accrue daily (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. Remuneration to be determined in accordance with the Act (ii) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act Payment of expenses to Directors

			<p>(iii) In addition to the remuneration payable to them in pursuance of the aforesaid Articles, the Directors may be paid taxi, air or railway return fare, hotel and other incidental expenses incurred by them for the purposes of attending and returning from meeting of Board of Directors or any committee thereof or any general meeting of Company or in connection with the business of the Company or any committee thereof or any general meeting of Company or in connection with the business or activities of the Company.</p> <p>Remuneration to Directors</p> <p>(iv) If any Director being willing, shall be called upon to perform extra services which expression shall include work done by the Director as a member of any committee formed by the Directors or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Board may resolve to remunerate such Director either by a fixed sum (as salary, allowance, perquisites, bonus, ex-gratia, profit in lieu of salary or otherwise, whether ad-hoc or on recurring basis) or by a percentage of profit (as commission or otherwise) as may be determined by the Board.</p> <p>Provided that subject to provisions of the Act, the remuneration may be paid by the Company to any of its Directors whether designated as Managing Director and/or Whole Time Director and/or any other designation.</p> <p>Directors to hold office</p> <p>(v) Subject to the provisions of the Act, a Director may hold any other office or place of profit under the Company except that of any auditor upon such terms and remunerations as may be determined by the Board from time to time.</p> <p>Contract by Directors</p> <p>(vi) Subject to the provisions of the Act and Rules made thereunder, a Director shall be capable of contracting and participating in the profits of any contract with the Company and shall be directly or indirectly concerned or interested in any contract or arrangement entered into by or on behalf of the Company in the same manner as if he was not a Director.</p> <p>Sitting Fee</p> <p>(vii) Every Director shall be paid out of the funds of the Company such sum as the Directors may from time to time determine for attending every meeting of the board or any committee of the Board, subject to the ceiling prescribed under the Act. The Directors shall also be paid travelling and other expenses for attending and returning from meeting of the Board and any other expenses properly incurred by them in connection with the business of the Company.</p>
<input type="checkbox"/>	<input type="checkbox"/>	62	<p>Incorporation Expenses</p> <p>The Board may pay all expenses incurred in getting up and registering the Company.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	63	<p>Foreign Register</p>

			<p>(i) The Company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.</p> <p>Attendance Register</p> <p>(ii) 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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	64	<p>Authority to Board</p> <p>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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	65	<p>Power to appoint Managing Directors/Whole Time Director</p> <p>(i) The Board may from time to time appoint any one or more Directors to be the Managing Director and/or Whole-time Director of the Company on such remuneration and terms and conditions as the Board may think fit from time to time and subject to the provisions of any contract between him and Company, the Board may, remove or dismiss him from office and appoint another person in his place.</p> <p>Management</p> <p>(ii) The general activities of the business of the Company subject to the control and supervision of the Board shall be in the hands of the Managing Director/s, if any and/or Whole time Director/s, if any and/or any of the Director/s authorized by the Board of Directors of the Company, who shall have power and authority on behalf of the Company to make all the purchases and sales and to enter into all commercial transactions including contracts and to do all such acts and things which are usually necessary or desirable in the management of the affairs of the Company or in carrying out its objects and for and on behalf of the Company to draw, accept, endorse and negotiate all the cheques, bills of exchange, promissory notes, drafts, Government and other securities as shall be necessary for or carrying on the affairs of the Company and to institute, conduct, defend, compromise, refer to arbitration and abandon legal and other proceedings, claims and disputes in which the Company is concerned and to employ in or to appoint for the purpose of Management of the business of the Company and to remove or suspend such administrators, secretaries, managers, experts, engineers, consultants, advisors, agents, representatives, brokers and other employees, as he or they shall think proper and to advance money for purchase of goods, machinery, stores, or any other property, assets, article and things required for the purpose of the Company.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	66	<p>Appointment of Additional Director</p> <p>(i) Subject to the provisions of the act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together</p>

			<p>shall not at any time exceed the maximum strength fixed for the Board by the articles.</p> <p>Duration of office of Additional Director</p> <p>(ii) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.</p> <p>To what provisions he shall be subject</p> <p>(iii) Managing Director and Whole Time Director (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors and shall ipso facto and immediately cease to be the Managing Director if he ceases to hold the office of Director for any cause.</p> <p>Appointment of Alternate Director</p> <p>(iv) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.</p> <p>Duration of office of Alternate Director</p> <p>(v) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.</p> <p>Re-appointment provisions applicable to Original Director</p> <p>(vi) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.</p> <p>Appointment of director to fill a casual vacancy</p> <p>(vii) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.</p> <p>Nominee Director</p> <p>(viii) Subject to the provisions of the Act and to these Articles, whenever the Directors enter into a contract with any Government, Central, State or Local, any Bank/s or Financial Institution/ s or any person/s [hereinafter referred to as "the Appointer"] for borrowing any money or for providing any guarantee or security for any technical or financial collaboration or assistance or for entering into any other arrangement, whatsoever, the Directors shall have the power to agree that such appointer shall have</p>
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			<p>the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such terms and conditions as may be mentioned in the agreement and that such Director or Directors may not liable to retire by rotation nor be required to hold any qualification shares. The Directors of Company may also agree that such Director may be removed from time to time by the appointer and the appointer may appoint another or others in his or their place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever.</p>
			Proceedings of the Board
<input type="checkbox"/>	<input type="checkbox"/>	67	<p>Meetings of Board</p> <p>(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.</p> <p>(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.</p>
<input type="checkbox"/>	<input type="checkbox"/>	68	<p>Majority votes for taking decisions</p> <p>(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.</p> <p>Casting Vote</p> <p>(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.</p>
<input type="checkbox"/>	<input type="checkbox"/>	69	<p>Quorum of Meeting</p> <p>The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.</p>
<input type="checkbox"/>	<input type="checkbox"/>	70	<p>Chairperson of Board</p> <p>(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.</p> <p>(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.</p>
<input type="checkbox"/>	<input type="checkbox"/>	71	<p>Delegation of Powers by the Board</p> <p>(i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member (whether named as committee or not) or members of its body as it thinks fit.</p> <p>(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.</p> <p>(iii) Subject to provisions of the Act, the Board may, also delegate any of its powers to any person whether an officer or employee of the Company or not.</p>
<input type="checkbox"/>	<input type="checkbox"/>	72	<p>Chairperson of Committee</p> <p>(i) A committee may elect a Chairperson of its meetings.</p>

			(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	73	Adjournment of Committee Meeting (i) A committee may meet and adjourn as it thinks fit. (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	74	Acts of Board or Committee binding on Company All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
<input type="checkbox"/>	<input type="checkbox"/>	75	Written Resolution Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	76	
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
<input type="checkbox"/>	<input type="checkbox"/>	77	Appointment of CEO/Manager/ CS/CFO (i) Subject to the provisions of the Act,- A Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution of the Board; (ii) A director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.
<input type="checkbox"/>	<input type="checkbox"/>	78	A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, Company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, Company secretary or chief financial officer.
			The Seal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	79	The seal, its custody and use (i) The Board may decide to keep common seal of the Company and may provide for the safe custody of such seal, if any. Affixation of seal (ii) The seal, if any, of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee

			of the Board authorized by it in that behalf, and except in the presence of at least one director and of the secretary or such other person as the Board may appoint for the purpose; and those director/s and the secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.
			Dividends and Reserve
<input type="checkbox"/>	<input type="checkbox"/>	80	Declaration of Dividend (i) The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board. (ii) No dividend shall bear interest against the Company.
<input type="checkbox"/>	<input type="checkbox"/>	81	Interim Dividend Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.
<input type="checkbox"/>	<input type="checkbox"/>	82	Reserves (i) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, thinks fit. (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
<input type="checkbox"/>	<input type="checkbox"/>	83	Rights of shareholder (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares. (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. (iii) 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.
<input type="checkbox"/>	<input type="checkbox"/>	84	Deduction of Calls in Arrears from Dividend 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.
<input type="checkbox"/>	<input type="checkbox"/>	85	Payment of Dividend (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed

			<p>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.</p> <p>(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.</p>
<input type="checkbox"/>	<input type="checkbox"/>	86	<p>Receipt of Dividend</p> <p>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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	87	<p>Notice of Dividend</p> <p>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.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	88	<p>Waiver of Dividends or Bonus</p> <p>The waiver in whole or in part of any dividend or bonus (capitalization of profit) by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.</p>
			Accounts
<input type="checkbox"/>	<input type="checkbox"/>	89	<p>(i) 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.</p> <p>(ii) 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.</p>
			Winding up
<input type="checkbox"/>	<input type="checkbox"/>	90	<p>Subject to the provisions of Chapter XX of the Act and rules made thereunder-</p> <p>(i) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.</p> <p>(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.</p> <p>(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.</p>
			Indemnity & Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	91	<p>(i) Every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any</p>

			<p>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.</p> <p>Insurance</p> <p>(ii) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.</p>
			Others
<input type="checkbox"/>	<input checked="" type="checkbox"/>	92	<p>Secrecy Clause</p> <p>(i) Subject to the provisions of the act no member shall be entitled to visit or inspect any work of the Company without the permission of the Directors, Managing Directors or Secretary or any discovery of any information or any detail of the Company's business or any other matter, which is or may be in the nature of a trade secret, mystery of secret process or which may relate to the conduct of the business of the Company and which in the opinion of the Directors or the Managing Director will be inexpedient in the collective interests of the members of the Company to communicate to the public or any member.</p> <p>(ii) Every Director, manager, secretary, auditor, trustee, member of committee, officer, servant, agent, accountant or other person employed in the business of the Company will be upon entering his duties pledging himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.</p>

Subscriber Details					
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	GHCL Limited (CIN: L24100GJ1983PLC006513) Company incorporate under the Companies Act, 1956 having registered office at: "GHCL House" Opp. Punjabi Hall, Navrangpura, Ahmedabad - 380009 Occupation:Business PAN: AAACG5609C Authorised Person: Mr. Manoj Ishwar, Senior Manager(Secretarial) s/o Amresh Kumar Ishwar residing at 44A, Guru Harkishan Nagar, Delhi - 110059 as authorised by Board Resolution dated 16th March, 2020 Occupation: Service	AAHPI5129D	Noida	MANOJ KUMAR ISHWAR Digitally signed by MANOJ KUMAR ISHWAR Date: 2020.06.06 21:01:53 +05'30'	06/06/2020
2	Mr. Neelabh Dalmia S/o Shri Anurag Dalmia (as Nominee of GHCL Limited) residing at 9, Tees January Marg, New Delhi, 110011 Occupation: Service (Executive Director-Textiles at GHCL Limited)	00121760	Noida	NEELABH DALMIA Digitally signed by NEELABH DALMIA Date: 2020.06.08 13:31:41 +05'30'	08/06/2020
3	Mr. Ravi Shanker Jalan S/o Late Shri Badri Prasad Jalan (as Nominee of GHCL Limited) residing at 330, Mandakini Enclave Alakhnanda, New Delhi 110019 Occupation: Service (Managing Director at GHCL Limited)	00121260	Noida	RAVI SHANKAR JALAN Digitally signed by RAVI SHANKAR JALAN Date: 2020.06.06 17:24:23 +05'30'	06/06/2020
4	Mr. Raman Chopra S/o Late Shri Rajindra Nath Chopra (as Nominee of GHCL Limited) Residing at C-143, Sector-44, Noida 201303 Occupation: Service (CFO & Executive Director at GHCL Limited)	00954190	Noida	RAMAN CHOPRA Digitally signed by RAMAN CHOPRA Date: 2020.06.06 17:24:57 +05'30'	06/06/2020
5	Mr. Bhuvneshwar Prasad Mishra S/o Late Shri Jagdish Prasad Mishra (as Nominee of GHCL Limited) Residing at Flat No. C-608, Shiksha Niketan Apartments Sector-5, Vasundhara Ghaziabad 201012 Occupation: Service (Senior General Manager & Company Secretary at GHCL Limited)	00761048	Noida	Bhuvneshwar Prasad Mishra Digitally signed by Bhuvneshwar Prasad Mishra Date: 2020.06.06 17:25:18 +05'30'	06/06/2020
6	Mr. Sunil Gupta S/o Jai Prakash Gupta (as Nominee of GHCL Limited) Residing at 411, Mandakini Enclave Alakhnanda, South Delhi, New Delhi 110019 Occupation: Service (General Manager-Finance at GHCL Limited)	AIFPG0661G	Noida	SUNIL GUPTA Digitally signed by SUNIL GUPTA Date: 2020.06.08 11:21:28 +05'30'	08/06/2020
7	Mr. Abhishek Chaturvedi S/o Shri Nand Lal Chaturvedi (as Nominee of GHCL Limited) Residing at 904/906, Kabbi Bai Dharamshala, Prayag Ghat, Mathura - 281001 (Uttar Pradesh) Occupation: Service (Manager-Finance at GHCL Limited)	AJFPC5481P	Noida	Abhishek Chaturvedi Digitally signed by Abhishek Chaturvedi Date: 2020.06.08 11:42:46 +05'30'	08/06/2020

Signed Before Me						
Name		Address, Description and Occupation	DIN/PAN/ Passport Number/ Membership Number	Place	DSC	Dated
FCS	Manoj Rajaram Hurkat	306, Arth Complex, B/h A K Patel House, Mithakhali Six Roads, Navrangpura, Ahmedabad - 380009	4287	Ahmedabad	Manoj Rajaram Hurkat <small>Digitally signed by Manoj Rajaram Hurkat Date: 2020.06.08 14:35:32 +05'30'</small>	08/06/2020

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