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Memorandum
And
Articles of Association
of
GOTHI PLASCON (INDIA) LIMITED



[Handwritten signatures]

FORM 1 R.



सत्यमेव जयते

CERTIFICATE OF INCORPORATION

No. 18-28895 of 19 94

I hereby certify that GOTHI PLASCON (INDIA)

LIMITED *** ***

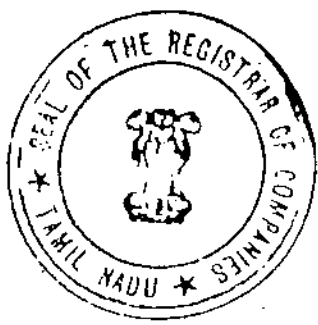
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is this day incorporated under the Companies Act 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at MADRAS

this ELEVENTH day of OCTOBER
NINETEENTH ASVINA

One thousand nine hundred and NINETY FOUR
One thousand nine hundred and SIXTEEN(SAKA)



(Signature)
(S. PAMABHADRIAN)
Registrar of Companies
TAMIL NADU

J.S.C.-1



(Signature)

Co.No.28895



Certificate For Commencement of Business

Pursuant of section 149 (3) of the Companies Act, 1956

I hereby certify that the GOTHI PLASCON (INDIA)
LIMITED

which was incorporated under the Companies Act, 1956. on
the ELEVENTH day of OCTOBER 1994.

and which has this day filed a duly verified declaration in the
prescribed form that the conditions of section 149 (1) (a) to (d) /
149 (2) (a) to (c) of the said Act, have been complied with, is
entitled to commence business.

Given under my hand at MADRAS
this TWENTY FIFTH day of OCTOBER
THIRD KARTIKA
One thousand nine hundred and NINETY FOUR
One thousand nine hundred and SIXTEEN, (SAKA)



(S. RAMABHADHAN)
Registrar of Companies.
Tamil Nadu

J. S. C. 16
MFP-1021 JS -12410-(C. 1068)--28-8-57-6,000



**MEMORANDUM OF ASSOCIATION
OF
GOTHI PLASCON (INDIA) LIMITED**

(Incorporated under the Companies Act, 1956. The liability of members being limited by shares)

- I. The name of the company is GOTHI PLASCON (INDIA) LIMITED.
- II. The Registered Office of the Company will be situated in the Union Territory of Puducherry.¹
- III. The objects for which the company is established are:

A. MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To carry on the business of manufacturers, processors, importers, exporters, dealers and agents in Plastics and polymers of all kinds, description or similar substances and their finished and semi-finished products in general and of technologically advanced nature in particular.
 2. To manufacture, buy, sell, import, export, prepare, process, blend, develop and deal in all chemicals, additives, colorants and fillers related to above business and required in carrying on the above functions.
 3. To manufacture, buy, sell, exchange, import, export, hire or let on hire, lease or let on lease, improve, assemble, prepare, design, develop, erect, install, equip, fabricate, repair, manage, provide technical repair, manage, provide technical know-how and mend anything and everything relating to plastic processing machinery, plant gadgets, instruments, tool, dies, moulds, drawings, components, accessories, spares and support equipment in carrying out the above functions.
 4. To represent and act as agents for machinery, process and know-how developed by Indian or foreign individual or companies relating to manufacture of plastics and similar items as enunciated above and their products which may enhance their value, utility, finishing, appearance, physical, structural and chemical properties.
 5. To acquire, research, develop, lease, hire, sell and exchange patents, processes, licenses, techniques, drawing relating to manufacture or processing of plastics and similar items as enunciated above and their products which may enhance their value, utility, finishing, appearance, physical, structural and chemical properties.
- ADDED VIDE SPECIAL RESOLUTION PASSED IN THE ANNUAL GENERAL MEETING HELD ON 29.12.2000**
6. To carry on the business of developers, processors, traders, dealers, distributors, buyers, sellers, importers, exporters, programmers, managers, operators and agents or to deal in any other manner (including loan licensing basis, branding) or by any other mode whether under own name or on behalf of others or by any other commercial name in all types, E-commerce, On-line shopping, in all kinds of computer software including packaged software, customized software development, goods & services for both Indian and Export markets and to provide all kinds of related services/goods and for the same to design, develop, implement, install and operate, maintain, market, buy, import, export, sell and license all kinds of goods and services and to carry on the business as date processing systems providers, network telecommunications services providers, data processing facilities managers and information technology consultants.
 7. To establish, maintain and run data processing/computer centers and to offer consultancy and data processing and other services that are normally offered by date processing and other computer centers and to industrial, business and other types of customers and to provide communication and information services by means of computer terminals at any location and providing other information services including the making of surveys and reports thereon and preparing specifications, designs, making estimates, preparing evaluation and economic studies and furnishing all other works, services and activities required to enable clients to consider the feasibility and execution of all types of Industries and works AND to provide all kind of Goods and services related to Internet and Electronic commerce.
 8. To carry on the business of designers, manufacturers, producers, fabricators, assemblers, Importers, exporters, buyers, sellers, dealers, stockists, suppliers, wholesalers, retailers, jobbers, contractors, repairers and hires or to deal in any other commercial name in all types and all kinds of electrical and non electrical home appliances and apparatus such as fans, exhaust fan, cooler fan, fresh air fan air fans, kitchen fans, table ceiling and pedestal fan, hear connector, shearing and knitting machines, Pressure cooker, lighting equipment, fans, electric kilowatt, hour meters, switches and motors of all types drill, electric grinders and domestic appliances air conditioners, refrigerators, room and desert coolers, iron presses, geysers, mixers, toasters, water filters, washing machines, carburetors, radios, television sets, teleprinters, telecommunication equipment, telephone equipment, radar's, computers, business machines, inverters, converters, uninterrupted power, supply systems and their components, valves, transistors, diodes, resistors, condenser, coils, motors and generators and other similar equipment and components thereof and to appointment dealers and establish company's repair shops, company's sale depots, retail outlets and to act as sales/service agents for Indian/overseas principles for products and other related items as mentioned in this clause.
 9. To purchase, acquire, take on lease or in exchange or in any other lawful manner or to deal in any other manner or by any other mode or by any other commercial name, any area, land, buildings, structures and to turn the same into account, develop the same and dispose of or maintain the same and to build townships, markets or other buildings, residential and /or commercial or conveniences any real or personal estate including lands, mines, business, building, factories, mill, houses, cottages, shops, depots, rights concessions, privileges, licenses, easement or interest in or with respect to any property whatsoever for the purpose of the company in consideration for a gross sum or rent or partly in one way and partly in the other or for any other consideration and enter into contracts/arrangements of all kinds with builders, tenants, lessee and other interested persons and for such purposes to prepare estimates, designs, plants, specifications or models and do such other or any act that may be requisite therefore.

¹ Pursuant to the order of Regional Director, Southern Region, Chennai dated November 14, 2018

B. OBJECTS INCIDENTS OR ANCILLARY TO THE ATTINMENT OF AMN OBJECTS

1. To enter in to agreements and contacts with Indian or foreign individuals companies or other organizations for technical, commercial, financial or any other assistance for carrying out all or any of the objects of the company.
2. To establish and maintain any agencies in India or any part of the world for the conduct of the business of the company of for the sales of any materials or things for the time being at the disposal of the company for sale.
3. To advertise and adopt means of making known the business activities of the company or any articles or goods traded or dealt in by the company in any way as may be expedient including display of bills in relation thereto and the issue of circulars, books, pamphlets and price-lists and the conducting of competitions, exhibits and the giving of prizes and rewards.
4. To apply for purchases or otherwise acquire and protect, prolong and renew trade names, designs, secret processes, patents, patent rights, license protections and concessions which may appear likely to be advantageous or useful to the company and to spend money experimenting and testing and improving or seeking to improve any patents, inventions or rights, which the company may acquire or propose to acquire or develop.
5. To enter into partnership or in to any arrangements for sharing profits, union or interest, co-operation joint ventures consultancy, reciprocal concession or otherwise with any person, firm or company carrying on otherwise with any person, firm or company carrying on or engaged in or about to carry on or engage in any business or undertaking or transaction which may seem capable of being carried on or conducted so as directly to benefit the company; and to lend money, to guarantee the contracts of or otherwise assist any person, firm or company and to take or otherwise acquire and hold shares of securities of an such person, firm or company and to sell, hold, re-issue with or without guarantee or otherwise deal with such shares and securities.
6. To enter into any arrangement with any government or State authority, Municipal, Local or otherwise that may seem conducive to the Company's objects, or any of them and to obtain from any such Government or Stet authority, any rights, privileges and concessions, which may seem conducive to the company's objects or any of them.
7. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any person, firm or company carrying on any business which this company is authorized to carry on and to purchase, acquire, apply for hold, sell and deal in shares, stock, debentures or debenture stock of any such person, firm or company, to conduct, make or carry into effect any arrangements in regard to the winding up of the business of any such person, firm or company.
8. To construct acquire, establish, provide, maintain and administer factories, estates, plantations, silos, warehouses, building water reservoirs, sheds,, channels, pumping installations, generating installations, pipelines, garages. Storages and accommodation of all description in connection with the business of the company.
9. To apply for tender purchase or otherwise acquire any contracts and concessions for or in relations to the construction erection, equipment, improvement, management, administration or control of works and to undertake, execute, carry out, dispose of or otherwise turn to account the same.

10. To buy, lease or otherwise acquire lands, estates, plantations, warehouses, immovable properties and to sell, lease mortgage or hypothecate or otherwise dispose of all or any of the properties and assets of the Company on such terms and conditions as the Company may think fit.
11. To amalgamate with any Company or companies having objects altogether or in part similar to these or this company.
12. To pay all the cost, charges and expenses of and incidental to the promotion and formation, registration and establishment of the company and issue of its capital including any underwriting or other commission, broker's fee and charges in connection therewith including costs, charges expenses of negotiations and contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.
13. Subject to the provisions of the Companies Act, 1956 to remunerate or make donations (by cash or other assets or by the allotment of fully or partly paid shares or by call or option on shares, debentures, debenture stock or securities of this or any other company or in any other manner) whether out of the Company's capital, profits or otherwise to any person or firm or company or placing or assisting place or guaranteeing the subscription of any shares, debentures, debenture stock or other securities of the Company for any other reason which the Company may think proper.
4. To undertake and execute any trusts, the undertaking where of may seem desirable either gratuitously or otherwise.
15. To draw, make, issue, accept and to endorse discount and negotiate promissory notes, hundies, bills of exchange, bill of lading, delivery orders, warrants warehousekeeper's certificates and other negotiable or commercial or mercantile instruments connected with a business of the Company.
16. To open accounts with any individual, firm of Company or with any Bank or banks to pay into and to withdraw moneys from such account or accounts.
17. Subject to the provisions of the Companies Act, 1956, to apply for and acquire or otherwise employ moneys belonging to, entrusted to or at the disposal of the Company upon securities and shares of without security, upon terms as may be thought proper and from time to time vary such transaction in such manner as the Company may think fit.
18. To lend or deposit moneys belonging to or entrusted to or at the disposal of the Company and in particular to customers and others having dealings with the Company with or without security, upon terms as may be thought proper and guarantee the performance of contracts by such person or company but not to do the business of banking as defined in the Banking Regulation Act.
19. To make advances upon or for the purchases of materials, goods, machinery stores and other articles required for the purpose of the Company.
20. To borrow or raise money with or without security or to receive money on deposit at interest or otherwise in such manner as the Company may think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise including

debentures or debenture stock convertible into shares of this or any other Company and in security of any such money so borrowed, raised or received to mortgage, pledge, or charge the whole or any part of the property, assets, or revenue of the Company present or while including its uncalled capital and to purchase, redeem or pay off any such securities.

21. To sell, mortgage, assign or lease and in any manner deal with or dispose of the undertakings or properties of the company or any part thereof, whether movable or immovable for such consideration as the Company may think fit and in particular for shares, debentures or other securities of any other company having objects altogether or in part similar to those of this company.
22. To improve, manage, work, develop, alter, exchange, lease, mortgage, turn to account, abandon or otherwise deal with all or any part of the properties, right and concessions of the company.
23. To provide for the welfare of the employees of the Company and the wives, widows, families or dependants or connections of such persons by buildings or contributing to the building of house, dwellings or by grant of money, pensions, gratuity, bonus, payment towards insurance or other payment or by creating from time to time subscribing or contributing to, adding or supporting provident funds or trust or contributing towards places of instructions or recreation, hospitals and dispensaries, medical and other attendances and other assistance as the Company shall think fit.
24. Subject to the provisions of the Companies Act, 1956 and constitution of India to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects or any public, general or useful objects.
25. To distribute any of the properties of the Company amongst the members in specie or kind upon the winding up of the Company.

C. OTHER OBJECTS

1. To carry on the business of any investment company and to buy, underwrite, subscribe, invest in and acquire and hold shares, stocks, debentures, debentures, stock, bonds, obligation and securities issued or guaranteed by any company or body corporate constituted or carrying on business in India or elsewhere or sovereign ruler, commissioner, public body or authority, municipal, local or otherwise, firm, or person, whether in India or elsewhere and to deal with and turn to account the same.
2. To acquire by purchase or otherwise and to hold, sell and deal in shares or partnership interest in any company or body corporate, firms, incorporated in India or in any other country.
3. To carry on business as business consultants and efficiency experts in all their branches.
4. To carry on the business as dealers, importers, exporters, distributors, agents, manufacturers, consultants, hirers, repairers, and erectors of electrical and electronic appliances, gadgets and instruments for home, industry, transport, defence, medical and surgical professions, automobile and autoparts, communication equipments, lighting audio and/or visual equipments and accessories, photographic instruments, films, electro-mechanical instruments and machines, computers software and programmes.

5. To carry on the business as dealers, importers, exporters, distributors, agents, manufacturers, consultants, hirers, repairers and erectors of sanitary fittings, buildings materials and hardware, structurals, welding equipment and accessories cable machine tools, hand tools, industrial machineries and plants, sewage and environment, control, treatment systems and plants, pumps for transmission equipments structurals and accessories printing machinery, office equipments, railway rolling stock, dyes, intermediate, acids, petro-chemicals, shellac paints, surface treatment and polishing materials, decal and transfer printing items.
6. To carry on the business as dealers, importers, exporters, distributors, agents, manufacturers, consultants, hirers, repairers and erectors of construction, transport and handling equipments and accessories.
7. To carry on the business as dealers, importers, exporters, distributors agents and manufacturers of house-hold appliances, kitchen-ware, utensils cutlery ceramic, glassware, and art-ware aromatic chemicals and products, cosmetics, perfumes, essences, toilettries, dentifrices dental and surgical instruments, metal alloys and metal scraps paper and paper products, and stationery items, books, magazines, newspaper cardboard packing and insulation materials, sheet glass, optical instruments and items and time keeping instruments.
8. To carry on the business as dealers, importers, exporters, distributors, agents and manufacturers of rubber and rubber products, oleo-resins, gums, minerals chemicals food stuffs and beverages.
9. To carry on the business as dealers, importers, exporters distributors, agents and manufacturers, of handicrafts, toys, jewellery, bullion, precious and semi precious stones, carpets, furniture cane-ware, sports goods, upholstery materials and travel goods.
10. To manufacture, produce, import, export, purchase, sell, hire repair, assemble, distribute dispose of deal in or otherwise, trade in refrigerators, refrigerating plants, dry ice making and humidifying, dehumidifying ventilating and cooling plants, quick freezing plants air conditioning plants, water pumping machinery, systems, machineries and devices for conservation, grading blending, spray-drying, packing bottling, rerolling, extracting, reprocessing, printing, dyeing, converting, fabricating, stitching, cutting, numbering, labelling, embroidering and heating, containers for preserving, storing transporting dry ice or refrigerated foodstuffs, of every description and accessories containers, equipments appliances, parts, implements tools and devices of all kinds.
11. To carry on the business as dealers, importers, exporters distributors agents, manufacturers, lessors and hirers of machinery and equipments for aseptic packaging of milk, fruit juices, marine products and foodstuffs.
12. To establish laboratories and carry on analytical, experimental and other work or undertaking and to carry on research in relation to the general objects of the company.
13. To carry on the business of warehousemen and wharfingers.
14. To carry on the business of carries by land, water or air.

The liability of the members is limited.

The Share Capital of the Company is Rs. 11,00,00,000 - (Rupees Eleven Crore only) divided into 1,10,00,000 (One Crore Ten Lakhs) equity shares of Rs. 10/- (Rupees ten only) each with power to increase or reduce the capital and to vary, modify, or abrogate any rights, privileges, or conditions attached thereto in each manner as may for the time being be provided by the regulations of the company and to consolidate or sub-divide the shares and issue shares of higher or lower denominations".

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 mentioned against our spective names.

Sl. No.	Signature, Name, Address, Description and Occupation of Subscribers	No. of Equity Shares taken by each subscriber	Signature, Name Address, Description and Occupation of Witness
1.	-Sd- Parasmal Gothi S/o. Late Lalchandji Gothi No. 9, Mahaveer Colony E.V.K. Sampath Road, Vepery, Madras-600 007 Business	1000 (One thousand only)	-Sd- Sudheer Jain S/o. Dr. Inder Raj Baid 40, Ekambereshwar Agarharam II Floor, Mint Street, Madras - 600 003 Chartered Accountant
2.	-Sd- Sanjay Gothi S/o. Parasmalji Gothi No. 9, Mahaveer Colony E.V.K. Sampath Road Vepery, Madras-600 007 Business	1000 (One thousand only)	
3.	-Sd- Priyadarshana Gothi W/o. Sanjay Gothi No. 9, Mahaveer Colony E.V.K. Sampath Road Vepery, Madras-600 007 Business	1000 (One thousand only)	
4.	-Sd- Sumitra Gothi W/o. Parasmalji Gothi No. 9, Mahaveer Colony E.V.K. Sampath Road, Vepery, Madras-600 007 Business	1000 (One thousand only)	
5.	-Sd- Prakash Chand Bohra S/o. Late Ganeshmalji Bohra 349, Mint Street Madras-600 079 Business	1000 (One thousand only)	
6.	-Sd- Anil Nahata S/o. Madanlalji Nahata 157, Mint Street, 1st Floor Madras-600 079 Business	1000 (One thousand only)	
7.	-Sd- Sureshchandra J. Shah S/o. Jethalal C. Shah Abhinav Apartments 78, Gavidia Mutt Road Royapetta, Madras 600 014 Business	1000 (One thousand only)	
Total		7000 (Seven thousand only)	

Place : Madras

Date : 26.9.94

COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)
ARTICLES OF ASSOCIATION
OF
GOTHI PLASCON (INDIA) LIMITED

1.	<p>(1) No regulations contained in Table F, in the First Schedule to the Companies Act, 2013, or in the Schedule to any previous Companies Act, shall apply to this Company to be governed company, except in so far as the same are repeated, contained or expressly made by these Articles applicable in these Articles or by the said Act.</p>	Table 'F' not to apply but to be governed by these Articles
	<p>(2)The regulations for the management of the Company and for the observance of the Members thereof and their representatives, shall, subject to the exercise of any statutory powers of the Company with reference to the repeal or alteration of, or deletion of or addition to, its regulations by Resolution, as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.</p>	
2.	<p>(1)In the interpretation of these Articles, unless repugnant to the subject context:-</p>	Interpretation clause
	<p>a. "The Company" or " this Company" means GOTHI PLASCON (INDIA) LIMITED</p>	"The Company" or 'this Company"
	<p>b. "The Act" means " the Companies Act, 2013", or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as maybe applicable.</p>	"The Act"
	<p>c. "Articles" means these articles of association of the Company or as altered from time to time.</p>	"Articles"

	d. "Board" or "Board of Directors" means a meeting of the Directors duly called and constituted or, as the case may be, the Directors assembled at a Board, or the requisite number of Directors entitled to pass a resolution by circulation in accordance with the Articles, or the Directors of the Company collectively.	"Board" or "Board of Directors"
	e. "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.	"Rules"
	f. "The Seal" means the Common Seal of the Company.	"The seal"
	(2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.	"Number" and "Gender"
	(3) The marginal notes and catch lines used in these Articles shall not affect the construction thereof.	"Marginal Notes and Catch Lines"
	(4) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.	
3.	Share Capital and Variation of Rights Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.	Shares under control of Board
4.	Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.	Directors may allot shares otherwise than for cash
5.	The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:	Kinds of Share

	<p>(a) Equity share capital: (i) with voting rights; and / or (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and (b) Preference share capital</p>	Capital
6.	<p>1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide - (a) one certificate for all his shares without payment of any charges; or (b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.</p>	Issue of Certificate
	<p>2) Every certificate shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by two directors or by a director and the company secretary, wherever the company has appointed a company secretary:</p>	Certificates
	<p>(3) 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>	One certificate for shares held jointly
7.	<p>A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share</p>	Option to receive share certificate or hold shares with depository
8.	<p>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 Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.</p>	Issue of new certificate in place of one defaced, lost or destroyed
9.	<p>The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures issue of certificates (except where the Act otherwise requires) of the Company.</p>	Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc.
10.	<p>(1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, 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 the Act and the Rules.</p>	Power to pay commission in connection with securities issued

	(2)The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.	Rate of commission in accordance with Rules
	(3) 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.	Mode of payment of commission
11.	(1) 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 the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.	Variation of members' rights
	(2) To every such separate meeting, the provisions of these Articles relating to general meeting shall mutatis mutandis apply.	Provisions as to general meetings to apply mutatis mutandis to each meeting
12.	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 paripassu therewith	Issue of further shares not to affect rights of existing members.
13.	Subject to the provisions of the Act, the Board shall have the power to issue or reissue preference shares of one or more classes which are liable to be redeemed, or redeemable converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.	Power to issue redeemable preference shares
14.	(1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to - (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or (b) employees under any scheme of employees' stock option; or (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.	Further issue of share capital
	(2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.	Mode of Further issue of share capital

Lien		
15.	(1) The Company shall have a first and paramount lien - (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company: Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.	Companies Lien on shares.
	(2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.	Lien to extend to dividends, etc.
	(3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.	Waiver of lien incase of registration
16.	The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien: Provided that no sale shall be made— (a) unless a sum in respect of which the lien exists is presently payable; or (b) 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 to the person entitled thereto by reason of his death or insolvency or otherwise.	As to enforcing lien by sale .
17.	(1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.	Validity of sale
	(2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.	Purchaser to be registered holder
	(3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.	Validity of Company's receipt
	(4) 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 with reference to the sale.	Purchaser not affected
18.	(1) 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.	Application of proceeds of sale
	(2) 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 shares at the date of the sale.	Payment of the residual money

19.	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 recognise 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.	Outsider's lien not to affect Company's lien
20.	The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to lien to apply mutatis mutandis to debentures etc.
Calls on Shares		
21.	1) The Board may, from time to time, make calls 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.	Board may make calls
	(2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.	Notice of calls
	(3) 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.	Board may extend time for payment
	(4) A call may be revoked or postponed at the discretion of the Board.	Revocation or postponement of call
22.	A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.	Call to take effect from date of resolution
23.	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.	Liability of joint holders of shares
24.	(1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate payable as may be fixed by the Board	When interest on call or instalment
	(2) The Board shall be at liberty to waive payment of any such Interest wholly or in part.	Board may waive Interest
25.	(1) 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 Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.	Sums deemed to be calls

	(2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.	Effect of non-payment of sums
26.	The Board - (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate 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.	Payment in anticipation of calls may carry interest
27.	If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment 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.	Instalments on shares to be duly paid
28.	All calls shall be made on a uniform basis on all shares falling under the same class. Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class. on uniform basis	Calls on shares of same class to be
29.	Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to forfeiture time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.	Partial payment not to preclude
30.	The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to calls to apply mutatis mutandis to debentures, etc
Transfer of Shares		
31.	(1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.	Instrument of transfer to be executed by transferor and transferee
	(2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.	
32.	The Board may, subject to the right of appeal conferred by the Act decline to register - (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or (b) any transfer of shares on which the Company has a lien.	Board may refuse to register transfer

33.	<p>In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless –</p> <p>(a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;</p> <p>(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and</p> <p>(c) the instrument of transfer is in respect of only one class of shares.</p>	Board may decline to recognize instrument of transfer
34.	<p>On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, 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>	Transfer of shares when suspended
35.	The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc
36.	<p>Transmission of Shares</p> <p>(1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.</p>	Title to shares on death of a member
	<p>(2) Nothing in clause (1) 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>	Estate of deceased member liable
37.	<p>(1) 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>	Transmission Clause
	<p>(2) 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.</p>	Board's right unaffected
	<p>(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.</p>	Indemnity to the Company
38.	<p>(1) 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.</p>	Right to election of holder of share

	(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.	Manner of testifying election
	(3) 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.	Limitations applicable to notice
39.	<p>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:</p> <p>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.</p>	Claimant to be entitled to same advantage
40.	The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to transmission of shares to apply mutatis mutandis to debentures, etc
	Forfeiture of Shares	
41.	If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.	If call or instalment not paid notice must be given
42.	<p>The notice aforesaid shall:</p> <p>(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and</p> <p>(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.</p>	Form of Notice
43.	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.	In default of payment shares to be forfeited

44.	Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.	Receipt of part amount or grant of indulgence not to affect forfeiture
45.	When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.	Entry of forfeiture in register of members
46.	The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.	Effect of forfeiture
47.	(1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.	Forfeited shares may be sold, etc.
	(2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	Cancellation of forfeiture
48.	(1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.	Members still liable to pay money owing at the time of forfeiture
	(2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part	Member still liable to pay money owing at time of forfeiture and interest
	(3) 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.	Cesser of liability
49.	(1) 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;	Certificate of forfeiture
	(2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in and transferee of favour of the person to whom the share is sold or disposed of;	Title of purchaser and transferee of forfeited shares

	(3) The transferee shall thereupon be registered as the holder of the share; and	Transferee to be registered as holder
	(4) 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, re-allotment or disposal of the share.	Transferee not affected
50.	Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.	Validity of sales
51.	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	Cancellation share certificate in respect of forfeited of shares
52.	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.	Surrender of share certificates
53.	The provisions of these Articles 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.	Sums deemed to be calls
54.	The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to Forfeiture of shares to apply mutatis mutandis to debentures, etc
55.	Alteration of Capital	
	Subject to the provisions of the Act, the Company may, by ordinary resolution -	Power to alter share capital
	(a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;	
	(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares: Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;	

	(c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;	
	(d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;	
	(e) 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.	
56.	Where shares are converted into stock: (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;	Shares may be converted into stock
	(b) 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;	Right of stockholders
	(c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder”/“member” shall include “stock” and “stock-holder” respectively.	
57.	The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, — (a) its share capital; and/or (b) any capital redemption reserve account; and/or (c) any securities premium account; and/or (d) any other reserve in the nature of share capital.	Reduction of capital
58.	Joint Holders	
	Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:	Joint-holders
	(a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.	Liability of Joint-holders
	(b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.	Death of one or more joint-holders

	(c) Any one of such joint holders may give effectual receipts of any dividends, Receipt of interests or other moneys payable in respect of such share sufficient	
	(d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders	Delivery of certificate and giving of notice to first named holder
	(e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.	Vote of joint holders
	(ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders	Executors or administrators as joint holders
	(f) The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names	Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc
	Capitalisation of Profits	
59.	(1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve — (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 (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.	Capitalisation.
	(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards :\ (A) paying up any amounts for the time being unpaid on any shares held by such members respectively; (B) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; (C) partly in the way specified in sub-clause (A) and partly in that specified in subclause (B).	How sum applied

	(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;	
	(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.	
60.	(1) Whenever such a resolution as aforesaid shall have been passed, the Board shall - (a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and (b) generally do all acts and things required to give effect thereto.	Powers of the Board for capitalisation
	(2) The Board shall have power— (a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.	Board's power to issue fractional certificate/coupon etc.
	(3) Any agreement made under such authority shall be effective and binding on such members.	Agreement binding on members
61.	Buy-back of Shares Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.	Buy-back of shares
62.	General Meetings All general meetings other than annual general meeting shall be called extraordinary general meeting.	Extraordinary general meeting
63.	The Board may, whenever it thinks fit, call an extraordinary general meeting	Powers of Board to call extraordinary general meeting
64.	Proceedings at General Meetings (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.	Presence of Quorum

	(2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.	Business confined to election of Chairperson whilst chair vacant
	(3) The quorum for a general meeting shall be as provided in the Act.	Quorum for general meeting
65.	The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.	Chairperson of the meetings
66.	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be	Directors to elect a Chairperson
67.	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, by poll or electronically, choose one of their members to be Chairperson of the meeting.	Members to elect a Chairperson
68.	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.	Casting vote of Chairperson at general Meeting.
69.	(1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.	Minutes of proceedings of meetings and resolutions passed by postal ballot
	(2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting - (a) is, or could reasonably be regarded, as defamatory of any person; or (b) is irrelevant or immaterial to the proceedings; or (c) is detrimental to the interests of the Company.	Certain matters not to be included in Minutes
	(3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause	Discretion of Chairperson in relation to Minutes
	(4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.	Minutes to be evidence

70.	<p>(1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:</p> <p>(a) be kept at the registered office of the Company; and</p> <p>(b) be open to inspection of any member without charge, during business hours on all working days other than Saturdays.</p> <p>(2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above: Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.</p>	<p>Inspection of minute books of general meeting</p> <p>Members may obtain copy of minutes</p>
71.	<p>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>Powers to arrange security at meetings</p>
72.	<p style="text-align: center;">Adjournment of Meeting</p> <p>(1) The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place.</p> <p>(2) No business shall be transacted at any adjourned meeting other than the adjournment took place.</p> <p>(3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>(4) Save as aforesaid, and save as provided in 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.</p>	<p>Chairperson may adjourn the meeting</p> <p>Business at the adjourned meeting</p> <p>Notice of adjourned meeting</p> <p>Notice of adjourned meeting .not required</p>
73.	<p style="text-align: center;">Voting Rights</p> <p>Subject to any rights or restrictions for the time being attached to any class or classes of shares</p> <p>(a) on a show of hands, every member present in person shall have one vote; and</p> <p>(b) 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.</p>	<p>Entitlement to vote on show of hands and on poll</p>

74.	A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.	Voting through electronic means
75.	(1) 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.	Votes of joint holders
	(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.	Seniority of names
76.	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other or guardian may, on a poll, vote by proxy. If an member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.	How members non compos mentis and minor may vote
77.	Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the board shall have previously admitted his right to vote at such meeting in respect thereof.	Votes in respect of shares of deceased and insolvent Members, etc..
78.	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.	Business may proceed pending poll
79.	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 or in regard to which the Company has exercised any right of lien.	Restriction on voting rights
80.	A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.	Restriction on exercise of voting rights in other cases to be void
81.	Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.	Equal rights of members

	Proxy	
82.	(1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.	Member may vote in person or otherwise
	(2) The instrument appointing a proxy and the power-of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.	Proxies when to be deposited
83.	An instrument appointing a proxy shall be in the form as prescribed in the Rules.	Form of proxy
84.	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.	Validity of votes given by proxy notwithstanding death of principal.
	Board of Directors	
85.	Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen).	Number of Directors
86.	The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.	Directors not liable to retire by rotation
87.	The Board may appoint an alternate Director to act for a Director (hereinafter called "the original Director") during his absence for a period of not less than three months from India in which meetings of the Board are ordinarily held. An alternate Director so appointed shall not hold office as such for a period longer than that permissible to the original Director in whose place he has been appointed and shall vacate office if and when the original Director returns to the State in which meetings of the Board are ordinarily held. If the term of office of the Original Director is determined before he so returns to the India aforesaid, any provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply to the original Director and not to the alternate Director.	Appointment of alternate Directors.
88.	(1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.	Appointment of additional directors
	(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.	Duration of office of additional director

89.	(1) 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	Appointment of director to fill a casual vacancy
	(2) The director so appointed shall hold office only upto the date which the director in whose place he is appointed would have held office if it had not been vacated.	Duration of office Of Director appointed to fill casual vacancy
90.	(1) 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 of Directors
	(2) 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 by an ordinary resolution passed by the Company in general meeting.	Remuneration to require members' consent
	(3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them: (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or (b) in connection with the business of the Company.	Travelling and other expenses
91.	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.	Execution of negotiable instruments
92.	Powers of Board The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.	General powers of the Company vested in Board

Proceedings of the Board		
93.	(1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit..The Directors may meet at least once in every three months and at least four such meetings shall be held in every year. The Directors may adjourn and otherwise regulate their meetings as they think fit.	When meeting to be convened
	(2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.	Who may summon Board meeting
	(3) The quorum for a Board meeting shall be as provided in the Act.	Quorum for Board
	(4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Board meetings
94.	(1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a casting vote. PROVIDED, however, that where any Director or Directors are appointed in pursuance of Article 88, no resolution shall be passed by the Board or its Committee unless any one of the Directors so appointed or his alternate shall have voted in favour of such resolution.	Questions at Board meeting how decided
	(2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.	Casting vote of chairperson at meeting
95.	The continuing directors may act notwithstanding any vacancy in the Board; but ,if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.	Directors not to act when number falls below minimum
96.	(1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.	Who to preside at meetings of the Board
	(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting the directors present may choose one of their member to be Chairperson of the meeting.	Directors to elect a Chairperson
97.	(1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.	Delegation of Powers
	(2) 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.	Committee to conform to Board regulations

	(3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing as may be prescribed by the Rules or permitted under law.	Participation at Committee meeting
98.	(1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.	Chairperson of Committee
	(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not Who to preside present within fifteen minutes after the time appointed for holding the meeting, at meetings of the members present may choose one of their members to be Chairperson of the Committee meeting.	
99.	(1) A Committee may meet and adjourn as it thinks fit.	Committee to meet
	(2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.	Questions at Committee meeting how decided
	(3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.	Casting vote of Chairperson at Committee meeting
100.	All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.	Acts of Board or Committee valid Notwithstanding defect of appointment be a director.
101.	Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of 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.	Passing of resolution by circulation
102.	<p style="text-align: center;">Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer</p> <p>(a) Subject to the provisions of the Act,— A chief executive officer, manager, company secretary and 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 and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.</p>	Chief Executive Officer, etc.

	(b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.	Director may be chief executive officer ,etc.
	Registers	
103.	The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during business hours on all working days, other than Saturdays, at the registered office of the Company 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 Rules.	Statutory registers
104.	(a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register. (b) The foreign register shall be open for inspection and may be closed, and extract may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.	Foreign register
	The Seal	
105.	(1) The Board shall provide for the safe custody of the seal.	The seal, its custody and use
	(2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager ,if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.	Affixation of seal
	(3) Subject to the provisions of the Act and amendment thereto, if any, made from time to time, and with the authorisation of Board, the Company may dispense/make the affixing the Common Seal in documents, optional.	
	Dividends and Reserve	
106.	The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.	Company in general meeting may declare dividends

107.	Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.	Interim dividends
108.	(1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.	Dividends only to be paid out of profits
	(2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.	Carry forward of Profits
109.	(1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts 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.	Division of Profits
	(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.	Payments in Advance
	(3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.	Dividends to be apportioned
110.	(1) 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.	No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom
	(2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.	Retention of dividends
111.	(1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.	Dividend how remitted
	(2) Every such cheque or warrant shall be made payable to the order of the	Instrument of

	person to whom it is sent.	Payment
	(3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.	Discharge to Company
112.	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.	Receipt of one holder sufficient
113.	No dividend shall bear interest against the Company. No interest on dividends.	
114.	The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.	Waiver of dividends
	Accounts	
115.	(1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.	Inspection by Directors
	(2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.	Restriction on inspection by members
	Winding Up	
116.	Subject to the applicable provisions of the Act and the Rules made thereunder - (a) 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. (b) 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. (c) 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.	Winding up of Company
	Indemnity and Insurance	
117.	(a) Subject to the provisions of the Act, every director, managing director, wholtime director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the	Directors and officers right to Indemnity.

	<p>Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.</p>	
	<p>(b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.</p>	
	<p>(c) 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>	Insurance
118.	<p style="text-align: center;">General Power</p> <p>Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.</p>	General

Sl. no	Name, Address Description and Occupation of subscribers	Signature of Subscribers	Name, address, description and signature
1.	PARASMAL GOTHI S/O Lala Chandji Gothi No.9, Mahaveer Colony, E V K Sampath Road Vepery Madras – 600007 Business	Sd/-	Sd/- Sudheer Jain S/o Dr.Inder Raj Baid 40 Ekambereshwar Agaraham,II nd Floor,Mint Street Madras-600003 Charatered accountant
2.	SANJAY GOTHI S/O Parasmal Gothi No.9, Mahaveer Colony, E V K Sampath Road Vepery Madras – 600007 Business	Sd/-	
3.	Priyadarshana Gothi W/O Sanjay Gothi No.9, Mahaveer Colony, E V K Sampath Road Vepery Madras – 600007 Business	Sd/-	
4.	Sumitra Gothi W/O Parasmalji Gothi No.9, Mahaveer Colony, E V K Sampath Road Vepery Madras – 600007 Business	Sd/-	
5.	Prakash Chand Bohra S/O Late Ganeshmalji Bohra 349, Mint street Madras- 600079 Business	Sd/-	
6.	Anil Nahata S/O Madanlalji Nahata 157, Mint street,1 ST Floor Madras- 600079 Business	Sd/-	
7.	Sureshchandra J. Shah S/o Jethalal C. shah Abhinav Apartments 78,Gavdia Mutt Road Royalpetta Madras 600014 Business	Sd/-	

Place: Madras

Date : 26.9.94