

**MEMORANDUM  
AND  
ARTICLES  
OF  
ASSOCIATION**

**OF**

**SOMI CONVEYOR BELTINGS LIMITED**



सत्यमेव जयते

COMPANY No. 17-016480

CIN: U25192RJ2000PLC016480

## **FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME**

**IN THE OFFICE OF THE REGISTRAR OF COMPANIES  
RAJASTHAN, JAIPUR**

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

In the matter of **OMI CONVEYOR BELTINGS LIMITED**

I hereby certify that **OMI CONVEYOR BELTINGS LIMITED** which was originally incorporated on 16-06-2000 having duly passed the necessary resolution in terms of Section 21 of Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Law, Justice & Company Affairs, Department of Company Affairs, Office of the Registrar of Companies, Rajasthan, Jaipur vide his letter No. ROC/Approval/21/16480/5785 dated 31/10/2000 the name of said Company is this day changed to **SOMI CONVEYOR BELTINGS LIMITED** and this certificate is issued in pursuant to Section 23 (1) of the said Act.

Given under my hand at JAIPUR this 31ST day of OCTOBER Two thousand..



Sd/-

(V. C. DAVEY)

Registrar of Companies,  
Rajasthan, Jaipur

Co. No. 17-016480



सत्यमेव जयते

कारोबार प्रारम्भ करने के लिए प्रमाण-पत्र  
*Certificate for Commencement of Business*

कम्पनी अधिनियम, 1956 की धारा 149(3) के अनुसरण में  
Pursuant to Section 149(3) of the Companies Act, 1956

मैं एतद्वारा प्रमाणित करता हूँ कि .....

जो कम्पनी अधिनियम, 1956 के अधीन तारीख..... को निगमित की गई थी और जिसने आज विहित प्ररूप में सम्यक् रूप से सत्यापित घोषणा फाइल कर दी है कि उक्त अधिनियम की धारा 149 (1) (क) से लेकर (घ) तक / 149 (2) (क) से लेकर (ग) तक की शर्तों का अनुपालन किया है, कारोबार प्रारम्भ करने की हकदार है। यह कम्पनी परिसीमित है।

I hereby certify that the **OMI CONVEYOR BELTINGS LIMITED** which was incorporated under the Companies Act, 1956, on the 16th day of **JUNE, 2000**, and which has this day filed a duly verified declaration in this prescribed form that the conditions of section 149(1) (a) to (d) / 149 (2) (a) to (c) of the said Act, have been complied with is entitled to commence business.

मेरे हस्ताक्षर से यह तारीख.....  
में दिया गया।

को.....

Given under my hand at JAIPUR this 12th day of JULY Two thousand.



-sd

( K. L. KAMBOJ )

कम्पनियों का रजिस्ट्रार  
राजस्थान जयपुर  
Registrar of Companies  
Rajasthan, JAIPUR



सत्यमेव जयते

प्रारूप आई. आर.

Form I.R.

निगमन का प्रमाण पत्र

## CERTIFICATE OF INCORPORATION

ता..... का सं.....

No. 17-016480 of 2000-2001

मैं एतद्वारा प्रमाणित करता हूँ कि आज ओएमआई कन्वेयर बेल्टिंग्स लिमिटेड कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that **OMI CONVEYOR BELTINGS LIMITED**

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

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

Given under my hand at **JAIPUR** this **SIXTEENTH (16TH)** day of **JUNE** Two thousand.

Saka : 26 Jyaistha, 1922



Sd/-

(K. L. KAMBOJ)

कम्पनियों का रजिस्ट्रार  
राजस्थान, जयपुर  
Registrar of Companies  
Rajasthan, JAIPUR

(THE COMPANIES ACT, 1956)

(COMPANY LIMITED BY SHARES)

**MEMORANDUM OF ASSOCIATION**

OF

**SOMI CONVEYOR BELTINGS LIMITED**

- I. The Name of Company is **SOMI CONVEYOR BELTINGS LIMITED**
- II. The Registered office of the company situated in the **STATE OF RAJASTHAN.**
- III. The objects for which the company is established are: -
  - (A) **THE MAIN OBJECTES TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE: -**
    1. To, carry on the business as manufacturers, buyers, sellers, contractors, maintenance agents, designers, importers, exporters, buying and selling agents, fitters, repairers, installers, assemblers of and dealers in all type of products of conveyor beltings, pulley legging, jointing material, conveyor beltings maintenance products including cold vulcanizing, self vulcanizing patches, belt-o-cleaner and other allied products for material handling.
    2. To, carry on the business of hotel, restaurant, boarding and lodging house, café, club, casino, health club, gymnasium, fast foods center, ice cream parlor, bar, carting services, event management and other allied services.

**(B) THE OBJECT INCIDENTAL OR ANCILLIARY to the attainment of the Main objects are: -**

1. To buy, sell, manufacture, repair, alter and exchange, let on hire, export, import and deal in all kinds of articles and things which may be required for the purpose of any of the main business in this Memorandum contained or which may seem capable of being profitably dealt with in connection with any of the said businesses covered in the main object.
2. To advance, deposit or lend money, securities and property (not amounting to be business of banking as defined under the Banking Regulations Act, 1949) to or with such persons, firms or bodies corporate as the Company may think fit and in particular to customers and others having dealing with the Company and on such terms as may seem expedient and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents and to guarantee performance of any contract by any such person.
3. To guarantee the payment of money secured by or payable under or in respect of bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations and other securities of any company or any Authority, Central, State, Municipal, Local or otherwise or of any person whatsoever whether, incorporated or not incorporated and to transact all kinds of guarantee business and to further transact all kinds of trust and agency.
4. To purchase or otherwise acquire and sell, exchange, surrender, lease, mortgage, charge, convert, hold, turn to account, dispose of and deal in real and personal property and rights of all kinds and in particular, mines, quarries, land, building, hereditaments, business concerns and under-takings debenture-stocks, mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licences, stocks, shares, securities, bonds, policies, book debts, and claims, privileges and chose in action of all kinds, including any interest in real or personal property and any claims, against such property or against any persons or company and to carry on any business, concern or undertaking so acquired in connection with the business of the company.
5. To receive money, securities, valuables of all kinds on deposit or safe custody ( not amounting to the business of banking as defined under the Banking Regulation Act. 1949) and to borrow or raise money in such manner as Company shall think fit and in particular by issue of debentures or debenture-stocks (perpetual or otherwise) and to secure the repayment of any money so borrowed, raised or owing by mortgage, charge or lien upon all or any of the Company's property (both present and future ) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other company or body corporate of and any obligation undertaken by the Company or any other person or Company, as the case may be. Subject to the provision of section 58A of the Companies Act 1956 and the Rules framed hereunder and directions issued by Reserve Bank of India from time to time as may be applicable.
6. To draw, make, accept, endorse, discount, execute and issue promissory notes, hundies, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments.
7. To invest and deal with the money of the Company not immediately required in such manner as the Company may deem fit to the attainment of the main objects of the Company.
8. To communicate with chambers of commerce and other mercantile and public bodies throughout the world and concert and promote measures for the protection of the trade, industry and person engaged therein.
9. To subscribe to, become a member of, subsidise and co-operate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of the Company and to procure from and communicate to and such association, such information's may be likely to further the of the Company.

10. To build, construct, alter, enlarge, remove, pull down, replace, maintain, improve, develop, work, control and manage any buildings, offices, factories, mills, shops, other works and conveniences which the company may think directly or indirectly conducive to its objects and connected with the main line of business which the company will carry on or advance the interest of the company and to contribute or otherwise assist or take part in the construction, maintenance, development, working control and management thereof and to join with any other person or company doing any of these things.
11. To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with all part of the property and rights of the company.
12. To vest any real or personal property rights or interest acquired by or belonging to company in any person or company on behalf of or for the benefit of the company and with or without any declared trust in favour of the company.
13. To purchase, take on lease, exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges, which the company may think necessary or convenient for the purpose of its business.
14. To apply for purchase or otherwise acquire, protect and renew in any part of the world, patents, licences, concession, patent rights, trade marks, designs and the like, conferring any exclusive or non-exclusive or limited right to their use, any secret or other information regarding any invention or research which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use develop or grant licence in respect thereof or otherwise turn to account the right of information so acquired and to expend money in experimenting upon, testing or improving any such patents, rights or inventions.
15. To acquire and undertake the whole or any part of the business, property or liabilities of any person, firm or body corporate, carrying on or proposing to carry on any business which the company is authorised to carry on or having property suitable for the purposes of the company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
16. To enter into any arrangements with any Government or any Authority, supreme, municipal, local or otherwise that may seem beneficial to any of the Company's object and to apply for, promote and obtain any Act of Parliament, privilege, concession, licence or authorisation of the Government or any other authority local or otherwise for enabling the company to carry on any of its objects into effect or for extending any of the powers of the Company and to carry out, exercise and comply with any such Act, privilege, concession, licence or authorisation.
17. To pay for any rights or property acquired by the Company and to remunerate any person, company or public bodies whether by cash payment or by allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise,
18. To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal concession or for limiting competition with any person, firm or body corporate whether in India or outside or carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company and further to enter into any arrangement or contract with any person, association or body corporate whether in India or outside for technical know-how or for such other purpose that may seem calculated beneficial and conducive to the object of the Company.
19. To establish, promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the rights liabilities and properties of the company or for any other purpose which may seem directly calculated to benefit the Company and to place or guarantee, the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company or companies.
20. To lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part of the undertaking of the Company or any land, business, property, rights or assets of any kind of the Company or any share of interest therein respectively in such manner and for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other body corporate having objects altogether or in part similar to those of the Company.

21. To establish and equip laboratories and carry on analytical experimental and other work or undertaking and search in relation to the objects of the Company.
22. To pay for any property, rights or privileges acquired by the Company rendered in connection with the promotion, formation of or for the business, of the company or for services rendered or to be rendered by any person, firm or body corporate in placing or assisting to place or guaranteeing the placing of any of the shares of the Company or any debentures, debentures-stocks or other securities of the Company or otherwise either wholly or partly in cash or in shares, bonds, debentures or other securities of the company and to issue any such shares either as fully-paid up or with such amount credited as paid up thereon as may be relied upon and to charge any such bonds, debentures or other securities upon all or any part of the property of the Company.
23. To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company and to take into consideration and to approve and confirm all acts, deeds and things that may be done or entered into with any person, firm or body corporate by the promoters of the company and further to enter into any agreement, arrangement or contract with the promoters and to reimburse them for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the Company.
24. To adopt such means of making known the product, business and interest of the Company as it may deem expedient and in particular by advertising in the press, radio, television and cinema, by circulars, by purchase construction and exhibitions of work of art or general interest, by publication of books and by granting prizes, rewards and donations subjects to the provisions of law.
25. To procure the company to be registered or recognised in any part of the world outside the Union of India.
26. To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or non-contributory pension or superannuation fund and to give or procure the giving of donations, gratuities, pension, allowance, emoluments, bonus, profit, sharing bonus, benefits or any other payment to any person who are or were at any time in the employment or service of the Company or its predecessors in business or of any company which is a subsidiary of the company or is allied to or associated with the company or any such subsidiary or who are or were at any time Directors or officers of the Company or any of such other company as aforesaid and the wives, widows, families, dependents or connections of any such person and to provide for the welfare of all or any of the aforesaid person from time to time by subscribing, subsidising or contributing to any institutions, associations, fluids, clubs, trusts profits sharing or other schemes and by building or contributing to the building of dwelling houses or quarters and by providing, subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and to make payment to or towards the ins of any such person as aforesaid and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
27. To aid pecuniarily or otherwise any association, body or movement having for its objects any solution, settlement or surmounting of industrial labour problems or the promotion of industry or trade.
28. To subscribe in or donate to or guarantee money for national philanthropic, benevolent, public, general or useful object, fund or organisation, association or institution or for any exhibition or for any purpose which may be likely directly or indirectly to further the object of the Company or the interest of its members subject to the provisions of the Companies Act, 1956.
29. To make arrangements with persons engaged in any trade, business or profession for the concession to the company's members, ticket-holders and their friends, of any special rights, privileges and advantages, and in particular in regard to the supply of goods.
30. On winding up of the company; to distribute all or any of the property of the company amongst the members in specific or in kind or proceeds of sale or disposal of any property of the company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law and subject to further Section 205 of the Companies Act. 1956.



31. To do all any of the above things in any part of the world as principals, agents, contractors, trustees, attorney, agents or otherwise and either alone or in conjunction with other and to establish offices, agencies or branches for carrying on any of the aforesaid objects of India elsewhere in the world and to undertake the management of any company or companies having objects altogether or in part similar to those of the Company.
32. To carry on the business of transport and any other business whether being conveniently be carried on in connection with the objects belonging to the Company or in which the company may be interested.

(C) OTHER OBJECTS:

1. To carry on the business of manufacturers, importers, exporters, buyers, sellers, stockists and distributors of and dealers in
  - (a) Elastomers, carbon black, leather, hides and skins, latexes and formulations thereof,
  - (b) All types of compounds, dyewares, disinfectants and of electrical, photographic materials,
  - (c) Lacquers and pigments,
  - (d) Paper, newsprint, paper board, strawboard, hardboard, fibre-board, chip-board, corrugated paper, transparent paper, craft paper, carbons, inks, parchment and corks.
2. To carry on the business of buyers, sellers, importers, exporters, distributors, stockists, agent or otherwise dealers in stores, packing materials, all kinds of metals, whether ferrous or non-ferrous, sell, import, or otherwise deal in such products, their raw materials, machines, stores, packing materials and by products,
3. To purchase, acquire and hold with absolute or limited rights or on lease or otherwise and to erect, construct, and maintain land, building, houses, factories, mills, godowns, sheds and to sell, buy, exchange, barter, let or otherwise deal in land, building and other properties, to provide service, related to property as property dealer
4. To carry on the business of industrial, advisors and to invest in, subscribe, purchase or otherwise deal in shares, stocks, bonds, debentures, debenture stocks, public securities issued by any Company, legal authority, Central, State, Municipal or Local.
5. To plant, cultivate, produce, raise, make, marketable, import, export, sell, buy, act as agents, stockists, distributors or otherwise deal in all kinds of food-grains, oil cakes, coffee, tea, jute, sugar, sugarcane and other types of produce of land to manufacture, process, import, export, sell.
6. To carry on the business of manufacturers, processors, importers, exporters, buyers, sellers, stockists and distributors of and dealers in
  - (i) Tarpaulins, stainless steel utensils.
  - (ii) Automobile workshop, engine reconditioning workshop, automobiles, agriculture and engineering tools and machines, earthmovers, road rollers and spare parts.
7. To carry on the business of suppliers of plant, machinery and equipments, stores, tools, gadgets, devices, contraptions, instruments, spares and components to develop, acquire, supply plans, drawings, estimates, projects reports and know-how for industries, business, companies, services and public bodies and Governments.

8. To carry on the business of transport by any means through road, sea, air and to act as transport-agents, travel agents, cargoes, shipping agents, couriers and booking agents.
9. To carry on the business of all or any of iron and steel founders, steel melters, steel makers, steel shapers and mechanical, civil, electrical and general engineers and fabricators, contractors, tool makers, brass founders, metal workers, manufactures of steel, metal and malleable grey castings including ferrous, non-ferrous, special and alloy steel, spring steel, forging quality steel, manufactures/processors of all types of automobiles components, forged components, railway track and wagon components, signal equipments and all other types of railway components and accessories, alloys, nut-bolts steel rounds, nails, tools, all types of hard-ware items, all types of springs, spring washers, grease cups, grease nipples, oil cups and cones, heavy and light machinery, boilers, architectural fittings, sanitary fittings pipe and pipe fittings, metallurgists, gas and electrical engineers and manufactures, plate makers, wire drawers, tube manufactures, galvanizers, japaners, re-rollers, annealers, enamellers and electroplaters and to buy, take on lease or hire, sell, import, export, manufacture, process, repair, convert, let on hire or otherwise deal in such products, their raw materials, stores, packing materials, by products and allied commodities, machineries, rolling stock, implements, tools, utensils, ground tools materials and conveniences of all kinds.
10. To manufacture, repair, convert, alter, process, import, export, buy, sell or deal in all sorts of automatic controls, thermal, hydraulic, magnetic, all types of tools, dies, relays, agriculture, industrial and scientific instruments, appliances and apparatus, electrical parts and accessories; plants and all other materials required for planning, processing, finishing, machining and packing of all such products and to manufacture, process, buy, sell, import, export or otherwise, deal in such products, their raw materials, stores, packing materials by-products and allied commodities.
11. To search prospect, win, work, get, raise, quarry, smelt, refine, dress, manufacture, manipulate, convert, make merchantable, sell, buy, import, export, or otherwise, deal in iron, copper, gypsum, lead, nickel, platinum, zinc, bauxite, tungsten, ores, metals, silicon, and manganese.
12. To carry on the business of under writers subject to regulations of the Stock Exchange and Provisions of the concerned Acts in force.
13. To carry on the business of Brewers, Distillers, Importers, Exporters, and Manufacturers of aerated Mineral and artificial water or caterers for public amusement or entertainment.
14. To carry on the "business of cinematograph and talkies, films, exhibitors and distributors, theatrical performance, circus play, open air theaters, dance, musical and other entertainment of all kinds, games, sports, dramatic and other performances of all kinds, whatsoever and activities relating to stage performances and letting of the same.
15. To carry on the business of operators of training and teaching schools, colleges, workshops, institutes and classes for various trades, professions, crafts, arts and university or institute courses.
16. To carry on the business of printers in all the branches, newspapers, journals, magazines, books and other articles to serve as stationers, lithographers, block makers, draftsman envelop manufactures, paper bag and account books makers, numerical printers, box makers and book seller.
17. To carry on the business of manufacturers, 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) in any of or all types and varieties of computer, data processors, word processors, electronic printers, all types of entertainment electronics and accessories, computer hardware, computer software, accessories, equipments, intermediates, spares, salvageable parts, audiovisual media, demonstration machines, electronic typewriters, allied office equipments and stationery.
18. To manufacture, buy, sell, exchange, alter, improve, manipulate, prepare, for market, import, export or otherwise deal in all kinds of Cycles, Mopeds, Scooters, Motor Cycles, Auto Rickshaws, Motor Cars, Motor Trucks, Buses, Tractors, Vans, Jeeps, Lorries, Motor Launches, Aeroplanes, Sea-Planes and Vehicles and conveyances of all kinds and their Automobile Control Cables and speedometers, cables and its assemblies and spare parts.
19. To carry on the business as merchants and agents for petrols, oils, lubricants, greases, spirit, kerosene, gas, electricity and other motive powers.

20. To carry on the business as importers, exporters, manufacturers of and dealers in all kinds of household appliances including refrigerators, stoves, dryers, heaters, pressure cookers, ovens, cooking, ranges, hot plates, other cooking utensils, of all types, containers, buckets, toasters, mixers, washing machines and other electric, appliances including radios, televisions, transformers, and electric motors of every kind.
21. To manufacture, buy, sell, import, export, or otherwise deal in all kinds of soaps, soap chips, soap powders, detergents and toiletries.
22. To carry on the business of manufacturing, trading, dealing, marketing, importing, exporting, converting, synthesis-ing, refining, extracting and preserving of all kinds of dyes, dyes intermediate, colours, polishes and varnishes, soda, caustic soda, organic dyestuffs, synthetic paints, derivatives, organic surface active agent, glycerin's, heavy water chemicals, salts and all other kind of organic and inorganic chemicals and also from the residue of substances obtained in the process of manufacture of the chemicals and preparations aforesaid and deal in such by products,
23. To produce, quarry, mine, excavate, cut, hew, crave, draw, crush, saw, dress, finish, polish, set, glaze, grind, process, wash, screen, wax, manufacture, craft, import, export, purchase, sell or otherwise, deal in and to act as brokers, agents, stockists, distributors and suppliers of all kinds of marbles, marble chips, tiles, granites, laterites, lime stone, soap stones, flospar, corundum, quartz, artificial stones, slate stones, sand stones, building stones, silica stone and all other kinds of stones.
24. To carry on the business of manufacturing, trading, marketing, distributing, dealing, importing, exporting, chemically treating, refining and preserving, of all kinds of ayurvedic, allopathic, homoeopathic, unani medicines, drugs, contraceptives, sera, vaccines, surgical and scientific equipments, appliances, hospital equipments, cosmetics, toilet requisites and all kinds of medicated products and formulations.
25. To manage and deal in land, building other properties, to collect rents and income and to supply tenents and occupiers and other refreshments, attendance, messages, light, waiting-rooms, reading rooms, meeting rooms, lavatories or laundry, conveniences, electric conveniences, stables and other advantages,
26. To process and manufacture, buy, otherwise, deal in jewellery, precious and semi precious stones of all varieties, articles of handicrafts and architects and curios, garments and readymade, clothes, wool and other fabric, durries, and pile carpets,
27. To process, machine, grind, extract, grow, buy, sell, manufacture, refine, prepare, crush or otherwise deal in all kinds of oil seeds, wheat, rice and rice brans other agriculture products and oleagenpus and saponaceous and all kinds of by-products or ingredients thereof, ghee, from whatever source and method including oil seeds, oil cakes, rice bran and other oil containing medias, de-oiled cakes, deoiled meals for consumption, balanced food and baby food,
28. To carry on the business of manufacturing and processing animals foods for cattle, fowl, chicken and for all kinds of birds and animals and to import, export, buy, sell, or otherwise deal in such products and by-products,
29. To carry on the business of manufactures and of the printers, tin, containers, drums and other packing articles made of metal or card-board or hard-board or of any other material or substance and to buy, sell, import, export, convert, reconvert, recondition or otherwise deal in such products.
30. To carry on the business of canning and dehydration of fruits, vegetables, pickels and to prepares, manufacture, process such other items of fruits, vegetables and roots and to carry on the business of cold storages or deep freezers,
31. To carry on the business of manufacturers, processors, importers, exporters, buyers, sellers, stockists, agents and distributors of and dealers in surgical items and medical equipment, accessories, required in hospitals and dispensaries.
32. To carry on the business of manufactures, processors, importers, exporters, buyers, sellers, stockists, agent and distributors of and dealers in ceramic, glass and insulators.
33. To carry on the business of manufacturers, processors, importers, exporters, buyers, sellers, stockists, agents and distributors of and dealers in cement and cement products and deal in other building materials.

34. To carry on the businesses or business of spinning, weaving, combing, manufacturing, darning, preparing, packing, bleaching, dyeing, colouring, processing, finishing, selling and buying or dealing in cotton, staple, silk and other fibrous and synthetic substances including waste and raw wool and wool tops.
35. To carry on the business of hotel, restaurant, cafe, tavern, night clubs, casinos, discotheques, swimming pool, beer-house, refreshment room and, lodging house keepers, health clubs, baths and dressing rooms, licence victuallers, wine, beer and spirit merchants.
36. To purchase, take on lease, hire, erect or otherwise acquire establish and equip, manage, administer, own act as collaborators technicians, financiers of any other hotels, motels, holiday camps, restaurants, canteens, clubs, cafes, pubs, bars, casinos in India or in any other part of the world.
37. To carry on the business of advertising agency for providing to advertisers a complete range of advertising services in all mass media like hoardings, newspapers, radio, television and films.
38. To construct, acquire, equip, manage club house with all appropriate accomodation and facilities like gaming rooms, sports complex, reading room, refreshment room, meeting room, recreation and entertainment rooms, amusement centre and parks.
39. To construct, erect, build, equip, own and manage cold storage chambers, ice plants, godowns, warehouses and to carrying and forwarding the storage goods.
40. To carry on the business as consultants, advisors, surveyors, and providing of various other services in the field of science, technology, administration, employment, personal, labour, taxation, investigation, marketing, civil constructions, project planning, project implementation, erection, designing, and decoration.
41. To carry on the business of manufacturers, producers and processors of dairy and dealers in milk, cream, butter, ghee, cheese, condensed milk, malted milk powder, skimmed milk powder, whole milk powder, ice-milk, ice-cream, milk food, baby foods, infant, foods and milk products and milk preparations of all kinds.
42. To carry on the business of millers in all its branches and to set up mills for milling wheat, grain, others cereals, dal, basin, maida, atta, suji, and other products, and to manufacture food products, such as biscuits, flakes, dalia and confectionery from flours of all kinds and description and to setup factories or mills for the manufacture thereof.
43. To carry on the business of managing, operating, constructing, leasing, taking on lease, developing and maintaining of medical hospitals, clinics, health centres, pathological clinics, sanatorium, nursing home, rehabilitation centers, diagnostic centres, blood bank, eye bank, skin bank and all other activities of allied nature.
44. To carry on the business of manufacturing, growing, trading, importing, exporting, all kinds of woods, wood block, wood powder, wood particles, laminated wood sheet, sunmica, plywood and other items of allied nature and all sorts of products, articles and by products made thereof.
45. To undertake all the activities of export/import house and foreign exchange dealer as may be permitted by law.
45. To carry on the business of manufacturing trading, importing, exporting, assembling all kinds of industrial and domestic electronic systems and equipments, telecommunication systems and equipments, electrical, electronic and telecommunication wires and cables.
47. To carry on the business of telecommunication, telecasting, broadcasting and for this purpose to establish, equip and manage transmitting and receiving stations, relay centres as may be permitted by law.
48. To carry on the business of manufacturers, growers, traders, importers, exporters of all kind of tobacco, bidi, cigarette, cigar, snuff, pan masala.

49. To manufacture, weave, prepare, process, mould, blow, refine, repair, buy, sale, resale, export, import, deal and market in all kinds of plastic goods including plastic films, threads, streppings, liners, woven sacks, of high and low density polythene, poly propylene, pipes, spinkler pipes, tubes, sheets, toys, wares, ropes, boots, footwear's, buckles, purses, bags, boxes, belts, containers, packing material of plastics,
50. To purchase, hold, acquire mines, mining lease, mining rights, mining claims and metalliferous lands and to explore, search, work, exercise, develop, treat, find and to turn to account, ores all sorts of major and minor minerals working deposits of all kind of minerals and sub soil minerals and to crush, win, set, quarry, smelt, calcine, refine, dress, preserve, amalgamate, manufacture, manage, manipulate and prepare for market ore, metal and mineral substances of all kind and to carry on metallurgical operations in all its branches, to prepare, process, manufacture, assemble, fabricate, cast, fit, press, machine, treat, weld, harden, plate, temper, anneal any kind of metals, and the consequential products.
51. To carry on all kinds of commission agency, auctioners, business and to act as selling agents, buying agents, clearing, carriage and forwarding agents, distributors, traders, dealers or stockists for goods, products, and merchandise of all kinds and to make any collaboration, franchise arrangement with any government, state, company, corporation, authority or person for the aforesaid objects in India or elsewhere in the world and to run departmental stores and chain stores.
- IV. The Liability of the members is limited.
- V. The Authorised Share Capital of the Company is Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) divided into 2,50,00,000 (Two Crores Fifty Lac) Equity Shares of Rs. 10/- (Rupees Ten only) each.

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

Sl. No.	Signature, Name, Description, Addresses and Occupation of the Subscribers	No. of Equity Shares taken by each subscriber	Signature, name, address, Description and Occupation of Witness
1.	Sd/- ( <b>OM PRAKASH BHANSALI</b> ) S/o Shri Kishore Mal Ji 4F-8, New Power House Road, Jodhpur - 342001 Business	1 ( One )	I witness signature of all the subscribers Sd/- ( <b>PRAVEEN GOYAL</b> ) S/o Shri P. C. Goyal 1, Sangram Colony C-Scheme, Jaipur Chartered Accountant
2.	Sd/- ( <b>OM KUMARI BHANSALI</b> ) W/o Shri O. P. Bhansali 4F-8, New Power House Road, Jodhpur - 342001 Business	1 ( One )	
3.	Sd/- ( <b>VIMAL BHANSALI</b> ) S/o Shri Om Prakash Bhansali 4F-8, New Power House Road, Jodhpur - 342001 Business	1 ( One )	
4.	Sd/- ( <b>GAURAV BHANSALI</b> ) S/o Shri O. P. Bhansali 4F-8, New Power House Road, Jodhpur - 342001 Business	1 ( One )	
5.	Sd/- ( <b>PRADEEP KUMAR</b> ) S/o Shri Mohan Lal 72, Nehru 4F-8, New Power House Road, Jodhpur - 342001 Service	1 ( One )	
6.	Sd/- ( <b>VEENA MEHTA</b> ) W/o Shri Shanti Lal 810, Kalyan Pole, Allahabad Bank Street 7th, Chopasani Road, Jodhpur House Wife	1 ( One )	
7.	Sd/- ( <b>MADHU MEHTA</b> ) W/o Shri Achal Raj Mehta 810, Kalyan Pole, Allahabad Bank Street 7th, Chopasani Road, Jodhpur House Wife	1 ( One )	

Total No. of Equity Shares subscribed : 7 ( Seven )

Dated the 12th day of June, 2000.

Place : Jaipur.

( 10 )

THE COMPANIES ACT, 1956  
(COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION

OF

**SOMI CONVEYOR BELTINGS LIMITED**

GENERAL

TABLE 'A' EXCLUDED

1. The regulations contained in the Table 'A' in Scheduled-1 of the Companies Act, 1956 shall not apply to this Company but these regulations are for the management of the company and for observance of the members and their representatives shall subject to any exercise of the statutory powers of company in reference to the repeal or alterations of or additions to its regulations by special resolution as prescribed by the said Companies Act, 1956 be such as are contained in these Articles.
- Table 'A' not to apply but the company to be governed by these Articles**

INTERPRETATION

2. In the interpretation of these Articles, the following expressions shall have the following meanings unless repugnant to the subject or context:
- Interpretation**
- (a) "The Act" means the Companies Act, 1956 and includes any statutory modification or reenactment thereof for the time being in force. **The Act**
- (b) "These Articles" means Articles of Association for the time being or as alter from time to time by Special Resolutions. **These Articles**
- (c) "Auditors" means and includes those persons appointed as such for the time being of the Company. **Auditors**
- (d) "Board" or "Board of Directors" means the Board of Directors of the Company or the Directors of the Company collectively. **Board or Board of Directors**
- (e) "Capital" means the share capital for the time being raised or authorised to be raised for the purpose of the Company. **Capital**
- (f) "The Chairman" means the Chairman of the Board of Directors for the time being of the Company. **Chairman**
- (g) "Charge" includes a mortgage. **Charge**
- (h) "The Company" or "This Company" means the Company above named. **The Company or this Company**
- (i) "Debenture" includes debenture-stock, bonds, and any other securities of the Company, whether constituting a charge on the assets of the Company or not. **Debenture**
- (j) "Directors" means the Board of Directors for the time being of the Company or as the case may be, the Directors assembled at a Board or acting under a Circular Resolution under these articles. **Directors**
- (k) "Dividend" includes bonus. **Dividend**

<b>Executor or Administrator</b>	(l) "Executor" or "Administrator" means a person who has obtained Probate or Letter of Administration, as the case may be, from a Court of Competent jurisdiction and shall include holder of a Succession Certificate authorising the holder thereof to negotiate or transfer the share or shares of the deceased member and shall also include the holder of a Certificate granted by the Administrator General under Section 31 of the Administrator General Act, 1963.
<b>Gender</b>	(m) Words importing the masculine gender shall include the feminine gender and vice versa.
<b>In writing and written.</b>	(n) "In Writing" and "Written" includes printing, lithography and other modes of representing or reproducing words in a visible form.
<b>Legal Representative</b>	(o) "Legal Representative": means a person who in law represents the estate of a deceased Member.
<b>Sub-headings</b>	(p) The sub-headings hereto shall not affect the construction hereof.
	(q) "Member" means the duly registered holder from time to time of the shares of the Company and includes the subscribers to the Memorandum and Articles of Association of the Company and person (s) is/are entered as beneficial owner in the records of the Depository"
<b>Meeting or General Meeting</b>	(r) "Meeting" or "General Meeting" means meeting of the Members.
<b>Annual General Meeting</b>	(s) "Annual General Meeting" means a General Meeting of the members held in accordance with the provisions of section 166 of the Act.
<b>Extra-ordinary General Meeting</b>	(t) "Extra-ordinary General Meeting" means an Extra-ordinary General Meeting of the members duly called and constituted and any adjourned holding thereof.
<b>Month</b>	(u) "Month" means a calendar month.
<b>Office</b>	(v) "Office" means the Registered Office for the time being of the Company.
<b>Ordinary Resolution</b>	(w) "Ordinary Resolution" shall have the meaning assigned to it by Section 189 of the Act.
	(x) "Paid up" includes credited as paid up.
<b>Persons</b>	(y) "Persons" includes corporation.
<b>Proxy</b>	(z) "Proxy" means an instrument whereby any person is authorised to attend a meeting and vote for a member at the General Meeting or a poll.
<b>The Register of Members</b>	(aa) "The Register of Members" means the Register of Members to be kept pursuant to Section 150 of the Act.
<b>The Registrar</b>	(ab) "The Registrar" means the Registrar of Companies of the State in which the Registered office of the Company is for the time being situated.
<b>The Company's Regulations</b>	(ac) "The Company's Regulations" means the regulations for the time being for the management of the Company.
<b>Seal</b>	(ad) "Seal" means the common Seal for the time being of the Company.
<b>Secretary</b>	(ae) "Secretary" means a Company Secretary within the meaning of clause of subsection (1) of Section 2 of the Company Secretaries Act, 1980 and includes any other individual possessing the prescribed qualifications and appointed to perform the duties, which may be performed by a Secretary under the Act, and any other ministerial or administrative duties.



(af)	"Secretary in Whole-time Practice" means a Secretary who shall be deemed to be in practice within the meaning of sub-section (2) of Section 2 of the Company Secretaries Act, 1980 and who is not in full time employment.	<b>Secretary in Whole-time Practice</b>
(ag)	"Shares" means share in the share capital of the Company and includes stock where a distinction between stocks and shares is expressed or implied.	<b>Shares</b>
(ah)	"Special Resolution" shall have the meaning assigned to it by Section 189 of the Act	<b>Special Resolution</b>
(ai)	"The Statutes" means the Companies Act, 1956 and every other Act for the time being in force affecting the Company.	<b>The Statutes</b>
(aj)	"Financial Year" shall have the meaning assigned thereto by Section 2(17) of the Act.	<b>Year</b>
(ak)	Words importing the singular number includes where the context admits or requires the plural number and vice versa.	<b>Singular number</b>
(l)	"Beneficial Owner" means a person whose name is recorded as such with a depository."	<b>Beneficial owner:</b>
(ll)	"Depositories Act" means the Depositories Act, 1996, including any statutory modification or re-enactment thereof for the time being in force".	<b>Depositories Act:</b>
(lll)	"Depository" means a Company formed and registered under the Companies Act, 1956 and which has been granted a certificate of registration under sub-section (1A) of section 12 of the Securities and Exchange Board of India Act, 1992."	<b>Depository:</b>
(lV)	"Participant" means a person registered as such under sub-section (1A) of section 12 of the Securities & Exchange Board of India Act, 1992 (15 of 1992)."	<b>Participant:</b>
(V)	"Record" includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by Regulations."	<b>Record:</b>
(VI)	"Register and Index of beneficial owners" maintained by a depository under Section 11 of the Act shall be deemed to be the Register and Index of Members for the purposes of the Act and these Articles."	<b>Register and Index of beneficial owners:</b>
(VII)	"SEBI" means the Securities and Exchange Board of India.	<b>SEBI:</b>
(VIII)	"Bye-Laws" means bye-laws made by a depository under section 26 of the Depositories Act, 1996."	<b>Bye-Laws:</b>
(IX)	"Security" means share, debentures and such other security as may be specified by the SEBI from time to time"	<b>Security:</b>
(X)	"Sweat Equity Shares" means Equity Shares issued by the Company to employees or directors at the discount or for consideration other than cash for providing know-how or making available rights in the nature of intellectual property rights or value addition, by whatever name called."	<b>Sweat Equity Shares:</b>
3.	Save as aforesaid, any words and expressions contained in these Articles shall bear the same meanings as in the Act or any statutory modifications thereof for the time being in force."	<b>Expression in the Act to bear the same meaning in Articles</b>

## CAPITAL

- Capital** 4. The Authorised Share Capital of the Company will be as stated in clause V of the Memorandum of Association of the Company. The Company shall have power to increase, reduce, sub-divide or to repay the same or to divide the same into several classes and to attach there to any rights to consolidate or sub-divide the shares and to vary such rights as may be determined in accordance with the regulations of the Company.
- Preference Shares** 5. Subject to the provision of Section 80 of the Act, the Board shall be empowered to issue and allot redeemable preference shares carrying a right to redemption out of profit or out of the proceeds of fresh issue of shares.
- Provisions to apply on Issue of Redeemable Preference Shares** 5A. On the issue of redeemable preference shares under the provisions of Article 6 hereof, the following provisions shall take effect.
- a) No such shares shall be redeemed except out of profits of the Company, which would otherwise be available for dividend or out of proceeds of a fresh issue of shares made for the purposes of the redemption.
  - b) No such shares shall be redeemed unless they are fully paid.
  - c) The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the company's Share Premium Account, before the shares are redeemed.
  - d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of profits, which would otherwise have been available for dividend, be transferred to a reserve fund, to be called "the Capital Redemption Reserve Account" a sum equal to the nominal amount of the shares redeemed and the provisions of the Act, relating to the reduction of the shares capital of the Company shall, except as provided in Section 80 of the Act, apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company
  - e) Subject to the provisions of Sections 80 and 80A of the Act, the redemption of preference shares hereunder may be effected in accordance with the terms and conditions in that behalf, in such manner as the Directors may think fit."
- Consideration** 6. The Directors may allot and issue shares in the capital of the company as payment or part payment for any property goods or machinery supplied or sold or transferred or for services rendered to the company in or about formation or promotion of the company, for the conduct of its business and any shares so allotted may be issued as fully paid up or as partly paid up shares.
- Discretions in calls** 7. The Directors may, at their discretion at the time of issue, make such different arrangement with different shareholders in the amounts and times of payments of calls on their shares, may accept from any member who assents thereto, the whole or part of the amount remaining unpaid on any shares held by him although no part of that amount has been called up and may pay divided in proportion to the amount paid up on each shares or may pay interest on the amount so received in excess of calls.
- Commission** 8. The Directors may at any time, pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture stock in the company, but so that if the commission in respect of share, shall be paid or repayable out of capital, the statutory conditions and requirements shall be observed and complied with and the amount or rate percent of commission shall not exceed 5 percent on the shares and 2.5 percent on debentures or debenture-stock in each case subscribed. The commission may be paid in or satisfied in cash on shares, debenture stock of the Company.

5A. Subject to the provisions of Section 94 of the Act, the Company in General Meeting may from time to time by an ordinary resolution alter the conditions of its Memorandum as follows:

Consolidation, division, sub-division and cancellation of Shares

- a) Consolidate and divide all or any of its share capital into shares of large amount than its existing shares.
- b) Sub-divide its shares or any of them into shares of smaller amount than fixed by the Memorandum so however that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on such reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
- c) Cancel any shares, which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled. A cancellation of shares in pursuance of this sub-clause shall not be deemed to be reduction of share capital within the meaning of the Act.

Whenever the Company shall do any one or more of the things provided for in the foregoing sub clauses (a), (b) and (c), the Company shall within thirty days thereafter give notice thereof to the Registrar as required by Section 95 of the Act, specifying, as the case may be, the shares consolidated, divided, sub-divided or cancelled."

## SHARES AND CERTIFICATES

9. The shares in the capital shall be numbered progressively according to their several denominations and except in the manner herein before mentioned no shares shall be sub-divided. Every forfeited or surrendered shares shall continue to bear the number by which the same was originally distinguished.

Shares to be numbered progressively and no shares to be sub divided

10. 1. Where at any time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares whether out of un-issued share capital or out of increased share capital then:

Further Issue of shares

- a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date.
- b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of the offer and the offer if not accepted, will be deemed to have been declined.
- c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub-clause (b) hereof shall contain a statement of this rights. PROVIDED THAT the Directors may decline, without assigning any reason, to allot any shares to any person in whose favour any member may renounce the shares offered to him.
- d) After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the persons to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose off them in such manner and to such person (s) as they may think, in their sole discretion, fit.

2. Notwithstanding anything contained in sub-clause (1) thereof, the further shares aforesaid may be offered to any person (whether or not those persons include the persons referred to in clause (a) sub-clause (1) hereof) in any manner whatsoever.
  - a) If a special resolution to that effect is passed by the Company in General Meeting; or
  - b) Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company
3. Nothing in sub-clause (c) of clause (1) hereof shall be deemed;
  - a) To extend the time within which the offer should be accepted; or
  - b) To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
4. Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debenture issued or loans raised by the Company:
  - I. To convert such debentures or loans into shares in the Company; or
  - II. To subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise)

PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

- a) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with the Rules, if any, made by that Government in this behalf; and
- b) In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debentures or the raising of the loans."

**Acceptance of shares**

11. Any application signed by or on behalf of any applicant for shares in the Company followed by an allotment of any share herein shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any of shares and whose name is on the Register shall for the purpose of these Article be a member.

**Deposit and calls to be a debt payable immediately**

12.
  - i. The money (if any) which the Board shall on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them shall immediately on the inscription of the name of the allottee in the Register of Members as the name of the holder of such shares become a debt due to and recoverable by the company from the allottee there of and shall be paid by him on such terms as the Board may deem fit from time to time.

**Liability of members**

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

13. The certificate of title to shares and duplicate there of when necessary shall be issued under the seal of the Company, subject to section 113 of the Act. **Certificates**
14. Every member shall be entitled to one or more certificate in marketable lot for all the shares registered in his name or if the Directors so approve to several certificates each for one or more of such shares but in respect of each additional certificate, there shall be paid to the Company a fee of Rs. 2/- or such less sum as the Directors may determine. Every certificate of share shall specify the number and denoting number of the shares in respect of which it is issued and the amount paid up thereon. The Directors may waive the charging of such fees. **Member's right Certificates**
15. If any certificate be worn out or defaced then, upon production thereof to the directors they may order the same to be cancelled and may issue a new certificate in lieu thereof and if any certificate lost or destroyed, then upon proof thereof to the satisfaction of the directors and on such indemnity as the directors deem adequate being given a new certificate in lieu thereof shall be given to the registered holder of the shares to which such lost or destroyed certificate shall relate. **As to issue of new certificates in place of one defaced lost or destroyed**
16. For every certificate issued under the last preceding Article there shall be paid to company the sum of Rs.2/- or such smaller sum as the Director may determine. The Directors may waive the charging of such fees. **Fees**
17. The Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditional) for any shares or debentures in the company procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares or debentures in the company, but so that the price at which the shares are issued and in the case of debenture two and a half percent of the price at which the debenture are issued. Such commission may be satisfied by payment of cash or allotment of fully or partly paid shares or debentures or partly in one way and partly in the other. The company may also pay on any issue of shares or debentures such brokerage as may be lawful and reasonable. **Commission for placing shares and brokerage**
- 17A. (I) Notwithstanding anything contained in section 79 and subject to section 79A of the Act, the Company may issue Sweat Equity Shares of a class of shares already issued if the following conditions are fulfilled namely:
- I. The Issue of Sweat Equity Shares is authorised by a special Resolution passed by the Company in the General Meeting:
- II. The Resolution specifying the number of shares, current market price, consideration, if any, and the class or classes of Directors (s) or Employees to whom such Equity Shares are to be issued:
- III. The Sweat Equity Shares of the Company are issued in accordance with regulations made by the Securities and Exchange Board of India or any other authority under any Act, as may be applicable for the time being in force:
- (IV) All the limitations, restrictions and provisions relating to the Equity Shares shall be applicable to such Sweat Equity Shares issued as in sub clause (I) herein above."
- 17B. No funds of the Company shall, except as provided by Section 77 of the Act, be employed in the purchase of its own shares, unless the consequent reduction of capital is effected and sanction in pursuance of Sections 78, 80 and 100 to 105 of the Act and these Articles or in giving either directly or indirectly and whether by mean of a loan, guarantee, the provisions of security or otherwise, any financial assistance for the purpose of or in connection with purchase or subscription made or to be made by any person of or for any share in the Company, in its holding Company. **Funds of Company not to be applied in purchase of shares of the Company**

<b>Buy-Back Of Shares:</b>	17C.	Notwithstanding anything contained in these Articles, the Company may, when and if thought fit, by the Board of Directors, purchase its own shares or other specified securities (hereinafter referred as "BUY-BACK" as it may think necessary in the manner prescribed in section 77A, 77AA and 77B of the Act.
<b>Dematerialisation of Securities:</b>	17D	Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its securities and to offer securities in a dematerialized form pursuant to Depositories Act, 1996 and Rules framed there under.
<b>Securities in depository to be in fungible form:</b>	17E.	<ul style="list-style-type: none"> <li>i. All securities held by a depository shall be dematerialise and shall be in fungible form.</li> <li>ii. Nothing contained in Section 153, 153A, 153B, 187B and 373A of the Act shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.</li> </ul>
<b>Section 83 of the Act Not to Apply:</b>	17F.	<p>Notwithstanding anything to the contrary contained in the Articles.</p> <ul style="list-style-type: none"> <li>i. Section 83 of the Act shall not apply to securities held with a depository.</li> <li>ii. Nothing contained in the Act or these articles regarding the necessity of having distinctive number for securities issued by the Company shall apply to securities held in a depository.</li> </ul>
<b>Option to receive security certificate or hold securities with depository</b>	17G.	<ul style="list-style-type: none"> <li>i. Every person subscribing to securities offered by the Company shall have the option to receive the security certificates or hold securities with a depository.</li> <li>ii. Where a person opts to hold a security with a depository, the Company shall intimate such depository the details of allotment of the security and on receipt of such information the depository shall enter in its record the name of the allottee as the beneficial owner of that security.</li> </ul>
<b>Rights of Depositories and Beneficial Owners:</b>	17H.	<ul style="list-style-type: none"> <li>i. Notwithstanding any thing to the contrary contained in the Articles, a depository shall be deemed to be registered owner for the purposes of effecting transfer of ownership of security on behalf of a beneficial owner.</li> <li>ii. Save as otherwise provided in clause (i) above, the depository as registered owner shall not have any voting rights or any other rights in respect of securities held by it.</li> <li>iii. Every person holding securities of the Company and whose name is entered as beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities held by a depository.</li> </ul>
<b>Depository to Furnish Information:</b>	17I.	<ul style="list-style-type: none"> <li>i. Every depository shall furnish to the Company information about the transfer of Securities in the name of the beneficial owners at such intervals and in such manner as may be specified by the laws and the Company in that behalf.</li> <li>ii. Notwithstanding anything to the contrary contained in the Articles, where securities are held in a depository, the records of beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.</li> </ul>
<b>Option to opt out in Respect of Any Security:</b>	17J.	<ul style="list-style-type: none"> <li>i. If a beneficial owner seeks to opt out of a depository in respect of any security, he shall inform the depository accordingly.</li> <li>ii. The depository shall, on receipt of such intimation, make appropriate entries in its records and shall inform the Company.</li> </ul>

- iii. The Company shall, within thirty (30) days of the receipt of intimation from a depository and on fulfillment of such conditions and on payment of such fees as may be specified by the Regulations, issue the certificate of securities to the beneficial owner or the transferee as the case may be."

## UNDERWRITING AND BROKERAGE

- 17K Subject to the provisions of Section 76 of the Act, the Company may at any time pay commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in or debentures of the Company, but so that the commission shall not exceed in the case of shares five per cent of the price at which the shares are issued and in the case of debentures two and half per cent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or debentures as the case may be or partly in one way and partly in the other. **Commission may be paid**
- 17L The Company may on any issue of shares or debentures or on deposits pay such brokerage as may be reasonable and lawful. **Brokerage**
- 17M Where the Company has paid any sum by way of commission in respect of any shares or debentures or allowed any sums by way of discount in respect of any shares or debentures such statement thereof shall be made in the Annual Return as required by part I of Schedule V to the Act." **Commission to be included in the Annual Return**

## CALLS

18. The Directors may, from time to time, subject to the terms on which any shares may be issued, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotments thereof made payable at fixed times and each members shall pay the amount of every calls so made on him to the person and at the time and place appointed by the Directors. A call may be made by installment. **If notice not compiled with shares may be forfeited.**
19. A call shall be deemed to have been made at the time when the resolution of the directors authorising such call was passed. Not less than fourteen days notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid. **When call deemed to have been made and notice to call**
20. The Board may, from time to time, at its discretion extend the time fixed for the payments of any call and may extend such time as to call of any of the members who from residence at distance or other cause the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour. **Extension of time for payment of calls**
21. If any members fails to pay any call, due from him on the day appointed for payment thereof or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member and the Board shall be at liberty to waive payment of such interest either wholly or in part. **calls to carry interest**
22. If by the terms of issue of any shares or otherwise any amounts is made payable on allotment or at any fixed date or installments at times, whether on account of the amount of the share or by way of premium every such amount or installment shall be payable as if it was a call duly made and provisions here in contained in respect of calls shall relate to such amount or installment accordingly. **Amount payable at fixed times or by installments payable as calls**

**Evidence in actions by  
company against  
shareholders**

23. On the trial hearing of any action or suit brought by the Company against any shareholder or his representatives to recover and debt or money claimed to be due to the Company in respect his shares, it shall be sufficient to prove that the name of the defendant is or was when the claim arose on the Register of Shareholder of the Company as a holder of the holders of the number of shares in respect of which such claims is made that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the directors who made any call nor that the quorum of directors was present at the Board at which any call was made or that the meeting at which any call was made duly convened on constituted nor any other matter whatsoever but the proof of matters aforesaid shall be conclusive evidence of the debt.

**Payment of calls in  
advance**

24. The Directors may, if they think fit, receive from any member willing to advance the same, all or part of the moneys due upon the shares held by him beyond the sums actually called for and upon the money so paid in advance or so much thereof as from time to exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the members paying such sum in advance and the Directors agree upon Moneys so paid in excess of the amount of calls shall not rank for dividends or participate in profits. The directors may at any time repay the amount so advanced upon giving to such member three months notice in writing.

### **JOINT HOLDERS**

25. Where two or more persons are registered as holders of any shares, they shall be deemed to hold the same as joint-holders with benefits of survivorship subject to the following and other provisions contained in the articles.

**Joint holders**

- (a) Shares may be registered in the name of any person, company joint holders or other body corporate but not more than three persons shall be registered jointly as members in respect of any shares.

**To which of joint  
holder certificate to be  
issued**

- (b) The certificate of shares registered in the names of two or more persons shall be delivered to the person first named on the Register

**Several liabilities of  
joint holders**

- (c) The joint holders of a shares shall be jointly and severally liable to pay all call in respect thereof.

**The first named joint  
holder deemed  
sole holder**

- (d) If any share stands in the names of two or more person, the person first named in the register shall, as regards receipt of share certificates, dividends or bonus or service or notice and all or any other matter connected with the company, except voting at meeting and the transferee of the shares be deemed the sole holder thereof but the joint holders of a share shall be severally as well as jointly for the payment of all installments and calls due in respect of such share and for all incidents thereof according to the Company's regulations.

**Death of one or more  
joint holders of share**

- (e) In the case of death any one or more of the persons named in the register of members as the joint holders of any share, the survivors shall be the only persons recognised by the company as having any title to or interest in such share, but nothing herein contained shall be taken to release the state of a deceased joint-holder from any liability on shares held by him jointly with any other person.



(f) If there be joint registered holders of any shares, any one of such persons may vote at any meeting either personally or by proxy in respect of such shares, as if he was solely entitled thereto, provided that if more than one of such joint holders be present at any meeting either personally or by proxy, then one of the said persons so present whose name stands higher on the register of members shall alone be entitled to vote in respect of such shares, but the other of others or of the joint holders shall be entitled to be present at the meeting and several executors or administrators of a deceased member in whose names shares stand shall for the purpose of these articles be deemed joint holders thereof.

**Votes of joint member's**

(g) A document or notice may be served or given by the Company on or to the joint holders of a share by serving or giving the document or notice on or to the joint holder named first in the register of members in respect of the share.

**On joint holders**

## FORFEITURE AND LIEN

26. If any member fails to pay any call or installment on or before the day appointed for the payment of the same the directors may at any time there after during such time as the call or installment remains unpaid serve a notice on such member requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
- If call or instalment not paid notice must be given**
27. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of nonpayment of at or before the time and at the place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited.
- Form of notice**
28. If the requisitions of any such notice as aforesaid be not complied with any shares in respect of which such notice has been given, may at any time there after before payment of all calls or installments, interests and expenses due in respect thereof, be forfeited by a resolution of the directors to that effect.
- If notice not complied with shares may be forfeited.**
29. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the Register but no forfeiture shall be in any manner invalidated by any commission or neglect to give such notice or to make such entry as aforesaid.
- Notice after forfeiture**
30. Any share so forfeited shall be deemed to be property of the Company and the directors may re-allot or otherwise dispose of the same in such manner as they think fit.
- Forfeited share to become property of the company**
31. The Directors may at any time before any share so forfeited shall have been sold, re-allotted or otherwise dispose off annul the forfeiture thereof on such conditions as they think fit.
- Power to annul forfeited**
32. Any member-whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, installments, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture together with the interest thereon, from the time of forfeiture until payment at 12 percent per annum and the Directors may enforce the payment thereof, without any deduction or allowance for the value of the shares at the time of forfeiture but shall not be under any obligation to do so.
- Arrears to be paid notwithstanding forfeiture**

- Effect of forfeiture** 33. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the company in respect of the share and all other rights incidental to the share except only such of those rights as by these Articles are expressly saved.
- Evidence of forfeiture** 34. A duly verified declaration in writing that the declarant is a director or secretary of the Company and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence on the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on this sale or disposal thereof shall constitute a good title to such shares and the person to whom the shares are sold be registered as the holder of such shares and shall not be bound to see to the application of the purchase money nor shall his title to such shares be affected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposal.
- Company's lien on shares** 35. The Company shall have first and paramount lien upon all the shares (not being fully paid up) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for moneys called or payable at a fixed time in respect of such shares solely or jointly with any other person to the company whether the period for the payment thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition that Article 11 hereof is to have full effect and such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.
- As to enforcing lien by sale** 36. For the purpose of enforcing such lien, the directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid sale shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators or his committee curators, bonis or other legal curator and default shall have been made by him or them in the payment of moneys called in respect of such shares for seven days after such notice.
- Application of proceeds of sale** 37. The net proceeds of any such sale be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and residue, if any, shall (subject to like lien for sums not presently payable, as existed upon the share before the sale) be paid to the person entitled to the shares at the date of the sale.
- Validity of sales upon forfeiture** 38. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the directors may appoint some persons to execute an instrument of transfer of the shares sold and cause the purchaser's to be entered in the register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings nor to the application of the purchase money and after his name has been entered in the register in respect of such share, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damage only and against the company exclusively.
- Cancellation of old Certificate and issue of new certificate** 39. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respects of the relative share shall (unless the same shall on demand by the company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect and the directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto distinguishing it or them in such number as they think fit from the old certificate or certificates.

## TRANSFER AND TRANSMISSION OF SHARES

40. The instruments of transfer shall be in writing and all the provisions of Section 108 of the Companies Act and any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and the registration thereof. **Execution of transfer,**
41. a) Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that where such application is made by the transferor on registration shall, in the case of a partly paid share, be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 101 of the Act, and subject to provisions of these Articles of the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name\* of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee. **Application by transferor**
- b) The instrument of transfer shall be in the form prescribed by the Act or the rules framed hereunder or where no such form is prescribed in the usual common form or any other form approved by the stock exchange in India or as near thereto as circumstances will admit. **Form of transfer**
42. Subject to the provisions of Section 111 of the Act, the Directors may at their absolute and uncalled discretion and without assigning any reason refuse to register any transfer of shares or the transmission by operation of law of the right to a share whether fully paid or not (notwithstanding that the proposed transferee be already a member) but in all such cases, it shall within two months from the date on which the instrument of transfer or the intimation of such transmission, as the case may be, was delivered to the Company, send to the transferee and transferor or to the person giving intimation of such transmission as the case may be, notice of refusal to register such transfer giving reasons for such refusal provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person(s) indebted to the company on any account whatsoever, except a lien on the shares. **Notice of Refusal of Transfer**
43. The Directors may from time to time fix a fair value for the shares of the company at which the shares may be transferred. The said value shall not in any way be less than the intrinsic value of a share as shown by the last Balance Sheet of the Company.
44. Every instrument of transfer, which is registered, shall remain in the custody of the Company until destroyed by order of the Board. **Registered instrument to remain with the company**
45. No fee shall be payable to the Company in respect of the transfer or transmission of any shares in the Company. **No fees for transfer or transmission**
46. The Company shall incur no liability or responsibility whatever consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right; title or interest to or in the said shares notwithstanding that the Company may have had notice of such equitable right, title or interest of notice prohibiting registration. **The Company not liable for immediately disregard of notice in prohibiting registration of transfer**

47. The Directors may at any time, accept the surrender of any shares from or by any shareholder desirous of surrendering the same on such terms as the directors may think fit. Except as otherwise required by a statutory provision or under an order of the competent court of law, the Directors of the Company may in their absolute discretion refuse sub-division of share certificates or debenture certificates into denominations of less than the marketable lots.

**Nomination Facility**

- 47A. i. Every holder of shares in, or holder of debentures of, the Company may, at any time, nominate, in the prescribed manner, a person to whom his shares in, or debentures of, the Company shall vest in the event of his death.
- ii. Where the shares in or debentures of, the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in shares or debentures of the Company shall vest in the event of death of all joint holders.
- iii. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in or debentures of the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in or debentures of, the Company the nominee shall, on the death of the shareholder or holder of debenture of the Company or, as the case may be, on the death of the joint holders, become entitled to all the rights in the shares or debentures of the Company or as the case may be, all the joint holders, in relation to such shares in, or debentures of, the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.
- iv. Where the nominee is a minor, it shall be lawful for the holder of the shares or holder of the debentures, to make the nomination to appoint, in the prescribed manner, any person to become entitled to shares in, or debentures of the Company, in event of his death, during the minority.

**Transmission By  
Nominee:**

- 47B. (i.) Any person who become a nominee by virtue of the provisions of section 109A of the Act, upon the production of such evidence as may be required by the Board or any committee thereof and subject as hereinafter provided, elect either.
- a) To be registered himself as holder of the shares or debentures, as the case may be; or
- b) To make such transfer of the shares or debentures, as the case may be, as the deceased shareholder or debenture holder, as the case may be, could have made, in accordance with the provisions of and the manner prescribed by section 109B of the Companies Act, 1956 and any amendments thereto from time to time.

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or transfer the shares or debentures, and if the notice is not complied with within ninety (90) days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the shares or debentures, until the requirements of the notice have been complied with.

- (ii.) A person, being a nominee, become entitled to a share or debenture by reason of the death 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 shares or debentures except that he shall not, before being registered as a member in respect of his shares or debentures, be entitled in respect of it to exercise any right conferred by membership in relation to the meetings of the Company.

## SHARE WARRANTS

- 46C. The Company may issue warrants subject to and in accordance with the provisions of Sections 114 and 115 of the Act and accordingly the Board may in its discretion with respect to any share which is fully paid upon application in writing signed by the persons registered as holder of the share and authenticated by such evidence (if any) as the Board may, from time to time, require as to the indemnity of the person signing the application and on receiving the certificates (if any) of the share and the amount of the stamp duty on the warrant and such fee as the Board may, from time to time require to issue a share warrant. **Power to issue warrants**
- 47D. a) The bearer of a share warrant may, at any time, deposit the warrant at the office of the Company and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company and of attending and voting and exercising the other privileges of the member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were entered in the Register of Member as the holder of the share included in the deposit warrant. **Deposit of Share warrants**
- b) Not more than one person shall be recognised as depositor of the share warrant.
- c) The Company shall, on two days' written notice, return the deposited share warrant to the depositor.
- 47E. a) Subject as herein otherwise expressly provide, no person shall as bearer of a share warrant, sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privileges of a member at a meeting of the Company or be entitled to receive any notice from the company. **Privileges and disabilities of the holders of share warrant**
- b) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Member as the Holder of the Shares included in the warrant and he shall be a member of the Company.
- 47F. The Board may, from time to time, make bye-laws as to the terms on which (if it shall think fit), a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction." **Issue of new share warrant or coupon**

## BORROWING POWERS

48. Subject to the provisions of Sections 58A, 292 and 293 of the Act and of these Articles the Board of Directors may, from time to time at its discretion by a resolution passed at a meeting of the Board, borrow, accept deposits from members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any such sum or sums of money for the purpose of the Company from any source. PROVIDED THAT, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceeds the aggregate of the paid up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) the Board of Directors shall not borrow such money without the sanction of the Company in general meeting. No debt incurred by the Company in excess of the limit imposed by this Article shall be valid or effectual unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by this Article had been exceeded." **Power of Borrow**

- The payment or repayment of money & borrowed** 49. The payment or repayment of money so borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respect as the Board may think fit and in particular by a resolution passed at meeting of the Board or by a circular resolution by the issue of debentures or debenture-stock of the Company (both present and future) including its uncalled capital for the time being and debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and person to whom the same may be issued.
- Terms of Issue of debenture** 50. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of denomination and with any privileges or conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of directors and otherwise.
- Assignment of uncalled capital** 51. If any uncalled capital of the Company is included in or charged by any mortgage or other securities, the directors may make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed.
- Indemnity may be given** 52. If the directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the company, the directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

## RESERVE AND DEPRECIATION FUNDS

- Reserve fund** 53. The Directors may from time to time before recommending any dividend set apart any such portion of the profits of the Company as they think fit as a reserve fund to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the company for equalization of dividends or for repairing, improving and maintaining any of the property of the Company and for such other purpose of the Company as the Directors in their absolute discretion think conducive to the interest of the company and may invest the several sums so set aside upon such investments other than shares of the company as they may think fit and from time to time deal with and vary such investments and dispose off all or any part thereof for the benefit of the Company and may divide the Reserve Fund into such special funds as they think fit, with full power to transfer the whole or any portion of a Reserve Fund to another Reserve Fund or a division of a Reserve Fund and also with full power to employ the Reserve Fund or any part thereto in the business of the Company and that without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power, however to the Board in their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.
- Depreciation fund** 54. The directors may, subject to provisions of law, from time to time before recommending any dividend set apart any such portion of the profits of the Company, as they think fit, as a depreciation fund applicable at the discretion of the directors for providing against any depreciation in the investments of the Company or for rebuilding, restoring, replacing or for of the Company, destroyed or damaged by fire, flood storm, tempest, earthquake, accident, riot, wear and tear or any other means whatsoever and for repairing, altering and keeping in good condition the property of the company or for extending and enlarging the building, machinery and property the Company with full power to employ the assets constituting such depreciation fund in the Company and that without being bound to keep the same separate from other assets.

55. All moneys carried to any reserve fund and depreciation fund respectively shall nevertheless remain and be profits of the Company applicable subject to due provisions being made for actual losses or depreciation for the payment of dividend and such moneys and all the other moneys of the Company may be invested by the directors in or upon such investments or securities as they may select or may be used as working capital or may be kept at any bank or deposit or otherwise as the directors may from time to time think proper.

**Investment of moneys**

## GENERAL MEETINGS

56. In addition to any other meeting, general meetings of the Company shall be held at such intervals and at such times and places as may be determined by the Board as required under section 166 and 167 of the Act.
57. All other meetings of the company other than those referred to in the preceding Article shall be called Extra-Ordinary General meetings.
58. The directors may, whenever they think fit and they shall, on the requisitions of the holders of not less than one-tenth of the paid up capital of the Company as at the date earns right to voting in regard to the matter in respect of which the requisition is made forth with proceed to convene an Extra-Ordinary General Meeting of the Company,
59. Twenty-one days notice at least of every General meeting, annual or extra-Ordinary and by whatsoever name called, specifying day, place and hours of meeting and the general nature of the business to be transacted thereat shall be given in the manner hereinafter provided to such persons as are under these Articles or the act entitled to receive notice from the company provided that, in the case of an annual general meeting with consent in writing of all the members entitled to vote thereat and in the case of any other meeting with consent of the members holding not less than 95 percent (95%) of such part of the paid up capital of the company as gives a right to vote at the meeting a meeting may be convened by a shorter notice. In the case of an annual general meeting if any business other than, (i) the consideration of the accounts, balance sheet and reports of the board and auditors, (ii) the declaration of dividend, (iii) the appointment of directors in place of those retiring, (iv) the appointment of and fixing of the remuneration of the Auditors is to be transacted and in the case of any other meeting, all business shall be deemed special business and in any event, there shall be annexed to the notice of the meeting a statement setting out all the material facts concerning each such item of business, including in particular the nature or extent of the interest, if any, therein of every director and the manager (if any). Where any such item of business relates to or affects any other company the extent of shareholding interest in that other company of every director and manager, if any, of the Company shall also be set out in the statement if the extent of such shareholding interest is not less than twenty percent of the paid-up share capital of that other company. Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
60. The accidental omission to give any such notice to or the non receipt of notice by any of the members or persons entitled to receive the same shall not invalidate the proceedings at any such meetings.
61. Five members present in person shall be a quorum for a General Meeting. A corporation being a member shall be deemed to be personally present if it is represented, in accordance with Section 187 of the Act. The President of India or the Governor of a State shall be deemed to be personally present if he is represented in accordance with Section 187-A of the act.

**When general meetings to be held**

**Distinction between ordinary meetings and extra ordinary meetings**

**When extraordinary meeting to be called**

**Notice of meetings**

**As to omission to give notice**

**Quorum at General Meeting**

- Questions at general Meeting how to decide** 62. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) ordered by the Chairman of the meeting of his own motion and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and holding shares, in the Company which confer a power to vote on the resolution, not being less than one-tenth of the total voting power in respect of the resolution, or on which aggregate sum of not less than fifty thousands rupees has been paid up, and unless a poll is so demanded a declaration by the chairman that a resolution has, in a show of hands, been carried or carried unanimously or by particular majority or lost, and entry to that effect in the minutes book of Company shall be conclusive evidence of the facts, without proof of the number or proportion of the votes recorded in favour of or against the resolution
- Chairman's casting vote** 63. In the case of an equality of votes the Chairman shall both on a show of hands and at poll (if any) have a casting vote in addition to the vote or votes which he may be entitled to as a member
- Poll to be taken if demanded** 64. If poll is demanded as aforesaid the same shall subject to Article 72 be taken at such time (not later than forty-eight hours from the time when demand was made) and place and either by open voting or by ballot as the Chairman shall direct and either at once or after an interval of adjournment or otherwise and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the persons or the persons who made the demand.
- Scrutineers of the poll** 65. Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report there on to him. One of the scrutineers so appointed shall always be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from the office and fill vacancies in office of scrutineer arising from such removal or from any other cause.
- Business to proceed notwithstanding demand to poll** 66. The demand for a poll, shall not prevent the continuance of a meeting of the transaction of any business other than the question on which the poll has been demanded.

## VOTES OF MEMBERS

- Members in arrears not to vote** 67. No member shall be entitled to vote either personally or by proxy for another member at any General Meeting or meeting of a class of shareholders registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has any right or lien and has exercised the same.
- Voting rights of members** 68. On a show of hands, every holder of equity shares entitled to vote and present in person or by proxy shall have one vote and on a poll the voting right of every holder of equity shares whether present in person or by proxy, shall be in proportion to his share of the paid up equity capital of the Company.
- Casting of votes by a member entitled to more than one votes** 69. On a poll taken at a meeting of the Company, a member entitled to more than one vote, or his proxy, or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.



70. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll, vote by proxy, if any member be a minor the vote in respect of his share be by his guardian or any one of his guardians, if more than one. **How member non compos mentis and minor may vote**
71. i. Subject to the provisions of these Articles votes may be given either personally or by proxy. A corporation being a member may vote by representative duly authorised in accordance with Section 167 of the Act, and such representative shall be entitled to speak, demand a poll, vote, appoint a proxy and in all other respects exercise the right of a member and shall be reckoned as a member for all purposes. **Voting in person or by proxy**
- ii. Every proxy (whether a member or not) shall be appointed in writing under the hand of appointer or his attorney, or if such appointer is a corporation under the Common seal of such corporation or the hand of its officer or an attorney, duly authorised by it and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meetings. **Appointment of Proxy**
- iii. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of authority, shall be deposited at the office not less than forty-eight hours before the time for holding the 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. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of execution. **Deposit of Instrument of appointment**
- iv. Every instrument of proxy whether for a specified meeting or otherwise shall as nearly as circumstances will admit, be in either of the forms set out in Schedule IX of the Act. **Form of proxy**
- v. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or of any power of attorney under which such proxy was signed or the transfer shall have been received at the office before the meeting. **Validity of vote given by proxy notwithstanding death of member**
72. i. No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered and every vote whether given personally or by proxy, not disallowed at such meeting or poll, shall be deemed valid for all-purpose of such meeting or poll whatsoever. **Time for objection to vote**
- ii. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll. **Chairman of any meeting to be the judge of validity of any vote**
73. The Company shall cause to be kept minutes of all proceedings of general meeting which shall contain a fair and correct summary of the proceedings thereat and a book containing such minutes shall be kept at the registered office of the Company and shall be open during business hours for such period not being less than two hours in the aggregate in each day as the directors may determine for inspection of member without charge. The minutes aforesaid shall be kept in accordance with the provisions of section 193 of the Act. **Minutes of general meetings and inspection thereof by member**

## DIRECTORS

- Number of Directors** 74. Until otherwise determined by a General Meeting and subject to Section 252 and 259 of the Act, the number of Directors shall not be less than three and more than twelve including any Directors appointed under Articles 79 and 80.
- First Directors** 75. (a) The First Directors of the Company shall be as follows
1. Shri Om Prakash Bhansali
  2. Smt. Orri Kumari Bhansali
  3. Shri Vimal Bhansali
  4. Shri Gourav Ehansali
- (b) The Company in General Meeting may from time to time increase or reduce the number of Directors within the limit fixed as above.
- Appointment of alternate directors** 76. The Board of Directors of the Company may appoint an alternate director to act for a director (hereinafter in this Article called "the original director") during the absence for a period of not less than three months from the state in which the meetings of the Board are ordinarily held. An alternate director appointed under this Article shall not hold office as such for a period longer than that permissible of the original director in whose place he has been appointed and shall vacate office if and when the original director returns to the state.
- Directors may Fill-up vacancies.** 77. The Directors shall have power at any time, and from time to time, to appoint any qualified person to be a director to fill a casual vacancy. Such casual vacancy shall be filled by the Board of Directors at a meeting of the Board. Any person so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office, if it had not been vacated as aforesaid but he shall then be eligible for re-election.
- Additional directors** 78. The Directors shall also have power at any time, and from time to time, to appoint any other qualified person to be a director as an addition to the Board but so that the total number of directors shall not at any time exceed the maximum fixed above. Any person so appointed as an addition to the Board shall retain his office only upto the date of the next Annual General Meeting but shall be eligible for re-election at such meeting.
- Nominee Director** 79. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Punjab National Bank (PNB) or to any other Finance Corporation or Credit Corporation or to any other Finance Company or Body out of any loans granted by them to the Company or so long as PNB or any other Financing Corporation or Credit Corporation or any other Financing Company or Body (each or which PNB or any other Finance Corporation or Credit Corporation or any other Financing Company or Body is hereinafter in this Article referred to as "the Corporation") continue to hold debentures in the Company as a result of underwriting or by direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time any person or persons as a Director of Directors, Whole-time or non-Whole-time (which Director or Directors is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons in his or their place/s. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation, such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Directors of the Company.

The Nominee Director/s so appointed shall hold the said office so long as any moneys remain owing by the Company to the Corporation or so long as the corporation holds debentures in the Company as a result of direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation is paid off or on the Corporation ceasing to hold debentures/shares in the Company or on the satisfaction of the liability of the Company arising out of any guarantee furnished by the Corporation. The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which the Director/s is/are member/s as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes. The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Director/s of the Company are entitled, but if any other fees, commission, moneys or remuneration in any form is payable to the Director/s of the Company, fees, commission, moneys and the remuneration in relation to such Nominee Director/s shall accrue to the Corporation and same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or by such Nominee Director/s in connection with their appointment as Directorship, shall also be paid or reimbursed by the Company to the Corporation or as the case may be to such Nominee Director/s. Provided that if any such Nominee Director/s is an Officer of the Corporation, the sitting fees in relation to such Nominee Director/s shall also accrue to the Corporation and the same accordingly be paid by the Company directly to the Corporation.

Provided further that if such Nominee Director/s is an officer of the Reserve Bank of India the sitting fees in relation to such Nominee Director/s shall also accrue to PNB and the same shall accordingly be paid by the Company directly to PNB.

Provided also that in the event of the Nominee Director/s being appointed as Whole-time Director/s, such Nominee Director/s shall exercise such powers and duties as may be approved by the Corporation and have such rights as are usually exercised or available to a Whole-time Director in the management of the affairs of the Borrower. Such Nominee Director/s shall be entitled to receive such remuneration, fees, commission and moneys as may be approved by the Lenders".

80. Any Trust Deed for securing debentures or debenture stock may, if so arranged, provide for the appointment from time to time by the trustees thereof or by the holder of the debentures or debenture-stock of some person to be director of the Company and may empower such trustees or holders of debenture-stock from time to time to remove any director so appointed. A director appointed under this Article is hereinafter referred to as a "Debenture Director" and the term "Debenture Director" means a Director for the time being in office under this Article. A debenture director shall not be liable to retire by rotation or be removed by the company. The trust deed may contain such ancillary provisions as may be arranged between the Company and the trustees and all such provisions shall have effect notwithstanding and of the other provisions herein contained. **Debenture Director**
81. No share qualification will be necessary or being appointed as or holding the office of a director of the company. **Qualification of Directors**
82. The remuneration of each director for attending the meeting of the Board or Committee thereof shall be such sum as may be prescribed by the Act of the Central Government from time to time for each such meeting of the Board or Committee thereof attended by him. The directors shall be paid such further remuneration (if any) as the Board shall from time to time determine and such additional remuneration shall be divided among the directors in such proportion and manner as the Board may from time to time determine and in default of such determination shall be divided among the directors equally. **Remuneration of Directors**

- Directors not a resident of the place of the registered office of the Company to be paid traveling expenses. 83. The Directors may allow and to any Director who is not a resident of the place where the Registered Office for the time being of the Company is situated or where the meeting of the Board is held and who shall come to such place for the purpose of attending a meeting of the Board or a Committee thereof such sum as the directors may consider fair compensation for traveling and other incidental expenses in addition to his fees for attending such meeting as above specified.
- Special remuneration of Director performing extra services 84. If any director be called upon to perform extra services or special exertions or efforts (which expression shall include work done by a director as a member of any committee formed by the directors) the Board may arrange with such directors for such special remuneration of such extra services or special exertions or efforts by a fixed sum or otherwise as may be determined by the Board and such remuneration above provided.
- Director may act notwithstanding vacancy 85. The continuing directors may act notwithstanding any vacancy in their body but so that if the number falls below the minimum number fixed, the director shall not except in emergencies or for the purpose of filling up vacancies or for summoning a general meeting of the Company act as the numbers is below the minimum.
- Conditions under which Directors may contract with Company 86. A director shall not be disqualified from contracting with the company either as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company nor shall any such contract or arrangement entered into by or on behalf of the Company with a relative of such director or a firm in which such director or relative is a partner or with any other partner in such firm or with a private company of which such director is a member or director be avoided nor shall such director so contracting or being such member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such director holding office of the fiduciary relation thereby established.
- Retention of benefit from associated company 87. A director of a company may be or become a director of any company promoted by the company or in which he may be interested as vendor, member or otherwise and no such director may be accountable for any benefit received as director or member of such company.
- Rights of Directors 88. Except as otherwise provided by these articles, all the directors of the company shall have, in all matters, equal rights and privileges and be subject to equal obligation and duties in respect of the affairs of the Company
- ### ROTATION OF DIRECTORS
- Retirement and rotation of directors 89. All the Directors, excluding the Managing and/or special director, shall retire at the first annual general meeting of the Company and thereafter at each annual general meeting of the company one third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one third shall retire from office. A special director appointed by the Board under Article 79 and 80 hereof and/or a Managing Director shall not be liable to retire by rotation, Subject to Section 284 (5) of the Act, the Director to retire by rotation at every Annual General meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day those who retire shall in default of and subject to any agreement among themselves, be determined by lot.
- Eligibility for re-election 90. A retiring director shall be eligible for re-election.
- Company to appoint successors 91. Subject to provisions of the Act the Company, at the General Meeting at which a director retires in manner aforesaid, may fill up the vacated office by electing a person thereto.

92. The Company may, by ordinary resolution, from time to time increase or reduce the number of directors and may alter their qualification and the Company may remove any director before the expiration of his period of office and appoint another qualified person in his stead. The person so appointed shall hold office during such time as the director in whose place he is appointed would have held the same if he had not been so removed. **Company may increase, reduce number of directors**
93. No person, not being a retiring director, shall be eligible for election to the office of director at any General Meeting unless he or some other member intending to propose him has at least fourteen clear days before the meeting left at the office a notice in writing under his hand signifying his candidature for the office of director or the intention of such member to propose him as a candidate for that office along with a deposit of five hundred rupees which shall be refunded to such person or, as the case may be, to such member, if the person succeeds in getting elected as a director. **Notice of candidature of office of directors in certain cases**

## PROCEEDING OF DIRECTORS MEETING

94. i. The Board of Directors may meet for the dispatch of business, adjourn and otherwise regulate its meeting as it thinks fit. **Meeting of directors**
- ii. The quorum for a meeting of the Board shall be one third of its total strength (any fraction contained in that one-third being rounded off as one), or three directors, whichever is higher.
95. If a meeting of the Board could not be held for want of quorum then the meeting shall stand adjourned to such other time, date and place as may be fixed by the directors present not being later than fifteen days from the date originally fixed for the meeting. **Adjournment of meeting for want of quorum**
96. The Chairman, if any, or the Managing Director of his own motion and the Secretary of the Company shall upon the request in writing of two directors of the Company or if directed by the Managing Director, or Chairman, if any, convene a meeting of the Board by giving notice in writing to every director for the time being in India and at his usual address in India to every other director. **When meeting to be convened**
97. The directors may from time to time elect, from among their number, a Chairman of the Board and determine the period for which he is to hold office. If at any meeting of the Board Chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their members to be chairman of the meeting. **Chairman**
98. 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 second or casting vote subject to the provision that the nominee, if any appointed under Article 79 present and voting shall be part of such majority. **Questions at Board Meeting how decided**
99. A meeting of the Board for the time being at which quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or the Act or the Articles of the Company are, for time being, vested in or exercisable by Board generally. **Powers of Board Meeting**
100. The Board may delegate any of their powers to a committee of directors consisting of such director or directors or one or more directors and a member or members of the company as it thinks fit or to the Managing Director or the Manager or other principal officer of the company or a branch officer or to one or more of them together and it may from time to time revoke and discharge any such Committee of the Board either wholly or in part and either as to persons or purposes. But every Committee of the Board, so formed, shall in the exercise of the powers so delegated conform to any resolution that may from time to time be imposed on it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board. **Directors may appoint committees and delegate its powers**

- Meeting of committee how to be governed** 101. The meetings and proceedings of any such committee of Board, consisting of two or more members, shall be governed by the provisions herein contained or regulating the meeting and proceeding of the directors so far as the same are applicable thereto and not suspended by any regulations made by the directors under the last preceding articles.
- Resolution by Circulation** 102. A resolution shall be deemed to have duly passed by the Board or by a Committee thereof or by circulation, the resolution has been circulated in draft together with the necessary papers, if any, to all the directors, or to all the members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be, and to other directors or members of the Committee at their usual address in India, and has been approved by such of the directors or members of the Committee as are then in India or by a majority of such of them, as are entitled to vote on the resolution.
- Acts of Board or committees valid** 103. All acts done by any meeting of the Board or by Committee of the Board or by any person acting as a director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such director or person acting as aforesaid or that there was some defect in the appointment of such director or persons acting as aforesaid or that they or any of them were disqualified or had vacated office or that appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed and was qualified to be a director and not vacated his office or his appointment had been terminated, provided that nothing in this Article shall be deemed to give validity to acts by a director after his appointment has been shown to the Company to be invalid or have terminated.
- Minute of proceeding of Directors and Committees to be kept** 104. (a) The Board shall in accordance with the provisions of section 193 of the Act cause minutes to be kept of every General Meeting of the Company or of every meeting of the Board or of every committee of the Board.
- (b) Any such minutes of any meeting of the Board or of any committee of the Board or of the Company in General Meeting, if kept in accordance with the provisions of section 193 of the Act, shall be evidence of the matters stated in such minutes.

## POWERS OF DIRECTORS

- Powers of the Board** 105. Subject to the provisions of the Act, the control of the company shall be vested in the Board who shall be entitled to exercise all such powers and to do all such acts things as the company is authorised to exercise and do, provided that the Board shall not exercise any power or do any act or things which is directed or required these by the Act or in other statute or by the Memorandum of the Company may these Articles or otherwise to be exercised or done by the Company in general meeting provided further that in exercising any such power or doing any such act or things, the Board shall be subject to the provisions in that behalf contained in the act or in the Memorandum of Association of the Company or these Articles or any regulations made by the Company in general meeting and shall not invalidate any prior act of the Board which would have been valid if those regulations had not been made.

(1) Without derogating from the powers vested in the Board of Directors under the Articles, the Board shall exercise the following power on behalf of the Company and they shall do so only by means of resolutions passed at the meeting of the Board;

**Certain powers to be exercised by the Board only at meetings**

- (a) the power to make calls on shareholders in respect of moneys unpaid on their shares.
- (b) the power to issue debentures.
- (c) the power to borrow moneys otherwise than on debentures.
- (d) the power to invest the funds of the Company; and
- (e) the power to make loans.

Provided that the Board may, by resolution passed at a meeting, delegate to any committee of Directors, the Managing Director or any other principal officer of the Company the power specified in sub-clauses (c), (d) and (e) to the extent specified below.

- (2) Every resolution delegating the power referred to in sub-clause (1) (c) shall specify the total amount outstanding at any one time, upto which money may be borrowed by the delegate.
- (3) Every resolution delegating the power referred to in sub-clause (1) (d) shall specify the total amount upto which the funds of the Company may be invested and the nature of the investment which may be made by the delegate.
- (4) Every resolution delegating the power referred to in sub-clause (1) (e) shall specify the total amount upto which the funds of the company may be made by the delegate, the purpose for which the loans may be made and the maximum amount of loans which may be made for each such purpose in individual cases."

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

**Certain powers of the Board**

- (1) To pay the costs, charges and expenses, preliminary and incidental to the formation, promotion, establishment and registration of the Company.
- (2) To pay and charge to the Capital Account of the Company any commission or interest, lawfully payable there out under the provisions of Sections 76 and 208 of the Act.
- (3) Subject to Sections 292 and 297 and other applicable provisions of the Act, to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at or for such price or consideration and generally on such terms and conditions as they may think fit in any such purchase or other acquisition, accept such title as the Director may believe or may be advised to be reasonably satisfactory.
- (4) At their discretion and subject to the provisions of the Act, to pay for any property, cash or in shares, bonds, debentures, mortgages or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures, mortgages or there securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (5) To secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit.

- (6) To accept from any member, so far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed.
- (7) To appoint any person to accept and hold in trust for the Company property belonging to the Company or in which it is interested or for any other purpose and to execute and to do all such deeds and things as may be required in relation to any such trust and to provide for the remuneration of such trustee or trustee.
- (8) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officer or otherwise concerning the affairs of the company and also to compound and allow time for payment on satisfaction of any debts due and of any claim or demands by or against the Company and to refer any difference to arbitration and observe the terms of any awards made therein either according to Indian Law or according to foreign law and either in India or abroad and observe and perform or challenge any award made therein.
- (9) To act on behalf of the Company in all matters relating to bankruptcy, insolvency, winding up and liquidation of companies.
- (10) To make and give receipts, release and other discharge for moneys payable to the Company and for the claims and demands of the Company.
- (11) Subject to the provisions of Section 291 (1), 295, 370 and 372 and other applicable provisions of the Act and these Articles, to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such security (not being the shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realise such investment, Save as provided in Section 49 of the Act, all investments shall be made and held in the Company's own name.
- (12) To execute in the name and on behalf of the company in favour of any Director or their person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgage of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and other power, provisions, covenants and agreements as shall be agreed upon.
- (13) To open bank account and to determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipt, acceptance, endorsements, cheques, dividend warrants, release, contracts and documents and to give the necessary authority for such purpose.
- (14) To distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company and to give to any Director, officer or other person employed by the Company a commission on the profits of any particular business or transaction and to charge such bonus or commission as a part of working expenses of the Company.
- (15) To provide for the welfare of Directors of Ex-Directors or employees or ex-employees of the Company and the wives, widows and families of the dependents or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of money, pension, gratuities, allowances, bonus or other payment or by creating and from time to time subscribing or contributing to provident and other associations, institutions any recreation, hospitals, dispensaries,



At any time and from time to time by Power of Attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit and any such appointments may (if the Board thinks fit be made in favour of the members of any Local Board established as aforesaid or in favour of any company or the shareholders, Directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit and may contain powers enabling any such delegated attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for he being vested in them.

- (16) Subject to Sections 294, 297, 300 and other applicable provisions of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company, to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and thing in the name and on behalf of the Company as they may consider expedient.
- (17) From time to time to make, vary and repeal bye-laws for the regulations of the business of the Company, its officers and servants.
- (18) To purchase or otherwise acquire any lands, buildings, machinery, premises, hereditaments, property, effects, assets, rights, credits, royalties, business and goodwill of any joint stock company carrying on the business which the Company is authorised to carry on in any part of India.
- (19) To purchase, take on lease for any term or terms of years or otherwise acquire any factories or any land or lands, with or without buildings and out-houses thereon, situate in any part of India, at such rent and under and subject to such terms and conditions as the Directors may think fit and in any such purchase, lease or other acquisition to accept such title as the Directors may deem fit or may be advised to be reasonably satisfactory.
- (20) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as it may think proper all or any part of the buildings, machinery, goods, stores, produce and other movable property of the Company, either separately or co-jointly, also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.
- (21) To purchase or otherwise acquire or obtain licence for the use of and to sell, exchange or grant licence for the use of any trade mark, patent, invention or technical know-how.
- (22) To sell from time to time any articles, materials, machinery, plants, stores and other articles and things belonging to the Company as the Board may think proper and to manufacture, prepare and sell waste and bye-products.
- (23) From time to time to expend the business and undertaking of the Company by adding, altering or enlarging all or any of the buildings, factories, workshops, premises, plant and machinery, for the time being the property of or in the possession of the Company or by erecting new or additional building and to expend such sum of money for the purpose aforesaid or any of them as may be thought necessary or expedient.

- (24) From time to time to expend the business and undertaking of the Company by adding, altering or enlarging all or any of the buildings, factories, workshops, premises, plant and machinery, for the time being the property of or in the possession of the Company or by erecting new or additional building and to expend such sum of money for the purpose aforesaid or any of them as may be thought necessary or expedient.
- (25) To undertake on behalf of the Company the payment of all rents and the performance of the covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company and to purchase the reversions and otherwise to acquire the free hold or otherwise all or any of the lands of the Company for the time being held under lease or for an estate less than free hold estate.
- (26) To improve, manage, develop, exchange, lease, sell, resell and repurchase, dispose off, deal or otherwise turn to account, any property (movable or immovable) or any rights or privileges belonging to or at the disposal of the Company or in which the Company is interested.
- (27) To let, sell or otherwise dispose off, subject to the provisions of Section 293 of the Act and of the other Articles any property of the Company, either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as it thinks fit and to accept payment of satisfaction for the same in cash or otherwise as it thinks fit."

## MANAGING DIRECTORS

### Powers to appoint Managing Director

107. The Board may, from time to time, appoint one or more Directors to be Managing Director or Whole time Directors of the Company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time (subject to the provisions of any contract between him or them and the company remove or dismiss him or them from office and appoint another or others in his or their place or places.

### Remuneration of Managing Director

108. A Managing or Whole time Director, shall addition to any Remuneration that might be payable to him as a Director of the Company under these Articles, receive such remuneration as may from time to time be approved by the Company, subject to provisions of the Companies Act, 1956.

### Powers of Managing Director

109. Subject to the provisions of the Act and in particular to the prohibitions and restrictions contained in Section 292 thereof the Board may, from time to time, entrust to and confer upon the Managing Director, Whole-time Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers, such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think fit, and they may confer such powers, either collaterally with or to the exclusion of and in substitution for all or any of the powers of the directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

### Special position of Managing Director

110. Subject to the provisions of Act, the Managing Director or Whole-time Director shall not, while he or they continue to hold that office, be subject to retirement by rotation.

## SEAL

111. The Board shall provide a common seal, for the purpose of the company and shall have powers from time to time to destroy the same and substitute a new seal in lieu thereof and the Board shall provide for the safe custody of the seal for the time being and the seal shall never be used except by the authority of the Board or a Committee of the Board previously given and in the presence of a director of the Company or some other person appointed by the directors for the purpose. The Company shall also be at liberty to have an official Seal in accordance with Section 50 of Act for use in any territory, district or place outside India. **The Seal, its custody and use**
112. Every Deed or other instruments to which the Seal of the Company is required to be affixed shall unless the same is executed by a duly constituted attorney be signed by one director and the secretary or some other person appointed by the Board for the purposes, provided nevertheless that certificate of shares may be sealed in accordance with the provisions of the Companies (Issue of Share Certificates) Rules, 1960 or the statutory modification or re-enactment thereof for the time being in force.
113. Subject to the rights of members entitled to shares (if any) with preferential or special rights attached thereto the profits of the Company which it shall from time to time be determined to divide in respect of any year or other period shall be applied in the payment of a dividend on the equity shares of the Company but so that a partly paid up share shall only entitle the holder with respect thereto to such proportion of the distribution upon a fully paid-up share as the amount paid thereon bears to the nominal amounts of such share and so that where capital is paid-up in advance of calls upon the following that same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profit. **How profits shall be divisible**
114. The Company in General Meeting may declare dividends to be paid to the members according to their rights and interest, the profits and may fix the time for payment. **Declaration of dividends**
115. No larger dividend shall be declared than is recommended by the Directors but the company in General Meeting may declare a smaller dividend.
116. No dividend shall be payable except out of the profits of the Company of the year or any other undistributed profits.
117. When any assets, business or property is bought by the Company as from a past date upon terms that the Company shall as from that date take the profits and bear the losses thereof such profits and losses as the case may be shall, at the discretion of the Directors, be so credited or debited wholly or in part to the Profit and Loss Account and in that case the amounts so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company and available for dividend according to the terms of the purchase of such shares or securities or interest such dividend or interest when paid may at the discretion of the directors be treated as revenue and it shall not be obligatory to capitalize the same or any part thereof. **Ascertainment of amount available for dividend**
118. The declaration of the directors as to the amount of the net profits of the company shall be conclusive. **What to be deemed net profits**
119. The Director may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies. **Interim dividends**
120. The directors may retain dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagement in respect of which the lien exists. **Debts may be reduced**

- Dividend and call together** 121. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the member, be set off against call.
- No member to receive dividend whilst indebted to the Company and right of reimbursement there out** 122. No member shall be entitled to receive payment of any interest on dividend in respect of his shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise however either alone or jointly with any other persons and the Board may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.
- Transfer of shares must be registered** 123. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
- Dividend how remitted** 124. a) Unless otherwise directed any dividend may be paid by cheque or warrant or by a pay slip or receipt having the force of cheque or warrant sent through the post to the registered address of the member or person entitled or in case of joint-holders to that one of them first named in the Register of Members in respect of the joint-holding. If several persons are registered as joint-holders of any shares any one of them can give effectual receipt for any dividends or other moneys payable in respect thereof.
- Unpaid Dividend Account** b) Subject to the provisions of Section 205 A, 205 B and 206 A of the Companies Act, 1956, the unpaid or unclaimed dividend amount shall be transferred by the Company to a special account to be opened in any scheduled bank to be called 'Unpaid Dividend Account' of the Company.

## CAPITALISATION OF RESERVES

- Capitalisation of reserves** 125. Any General meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of any reserves or any capital redemption reserve fund or in the hands of the Company and available for dividend or representing premium received on the issue of shares and standing to the credit of share premium account be capitalised and distributed amongst such of the share holders as would be entitled to receive the same if distributed by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of share holders in paying up in full any unissued shares, debentures or debenture-stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such share holders in full satisfaction of their interest in the said capitalised sum provided that any some standing to the credit of a share premium account or a capital redemption reserve fund may for the purpose of this Article only be applied in the paying up un-issued shares to be issued to members of the Company as fully paid bonus shares.
- Surplus money** 126. A general meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company or any investment representing the same or any other undistributed profits of the Company not subject to charge for Income-tax be distributed among the members on the footing that they receive the same as capital.
- Fractional Certificate** 127. For the purpose of giving effect to any resolution under the preceding two Article the Board may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may

issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payment shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Board where required a proper contract shall be filed in accordance with Section 7b of the Act and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effective.

## BOOKS AND DOCUMENTS

128. The directors shall cause to be kept proper books of accounts in accordance with Section 209 of the Act with respects to:- **Books of account to be kept**
- (a) all sums of money received and expended by the Company and the matters in respect of which the expenditure take place ;
  - (b) all sales and purchases of goods by the Company ;
  - (c) the assets and liabilities of the Company ;
- Provided that the said proper books of account shall be kept on actual basis and according to the double entry system of accounting.
129. The books of account shall be kept at the office or subject to the provision of section 209 of the Act at other place as the directors think fit and shall be open to inspection by the directors during the business hours. **Where to be kept**
130. The directors shall, from time to time, determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members not being directors and no members (not being a director) shall have any right of inspection of any account or book document of the company except as conferred by law or authorised by the directors. **Inspection by members**
131. The directors shall from time to time, cause to be prepared and to be laid before the Company in Annual general Meeting such Profit and Loss Accounts, Balance Sheets and reports as are referred to in the Act. **Statements of accounts to be furnished to General Meeting**
132. A copy of every such Profit and Loss Account and Balance Sheet (including the Auditor's Report and every other document required by law to be annexed or attached to the balance Sheet) shall, atleast twenty one days before the meeting at which the same are to be laid before the members, be sent to the members of the Company, to holders of debentures issued by the Company (not being debentures which ex-facie are payable to bearer thereof) to trustees for the holders of such debentures and to all persons entitled to receive notices of General Meeting of the Company. Provided that a copy of the documents aforesaid shall not be required to be sent when the shares of the Company are listed on a recognised stock exchange, if the copies of the documents aforesaid are made available for inspection at the Registered office during working hours for a period of twenty-one days before the date of the meeting and a statement containing the salient features of such documents in the prescribed form or copies of the documents aforesaid, as the company may deem fit, is sent to every member of the company and to every trustee for the holders of any debenture issued by the company not less than twenty-one days before the date of the meeting as per provisions of Section 219 of the Act. **Accounts to be sent to each member**

## AUDIT

- Account to be Audited** 133. Auditors shall be appointed and their rights and duties regulated in accordance with Section 224 and 233 of the Act.
- Accounts when audited and approved to be conclusive** 134. Every accounts of the Company when audited and approved by the General Meeting shall be conclusive.

## DOCUMENTS AND NOTICE

- Service of document or notices on members by the company** 135.
- 1) A document or notice may be served or given by the company on any member or an office thereof either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address if any within India supplied by him to the Company for serving documents or notices on him.
  - 2) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the document or notice provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of meeting at the expiration of forty-eight hours after the letter containing the document or notice is posted in any other case at the time at which the letter would be delivered in the ordinary course of post.
- By advertisement** 136. A document or notice advertised in a newspaper circulating in the neighborhood of the office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has no registered address in India and has not supplied to the Company any address within India for the service of document on him or the sending of notice to him.
- On personal representative** 137. A document or notice may be served or given by the Company on or to the persons entitled to a share consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to him by name or by the title of representative of the deceased or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the person claiming to be so entitled or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have given if the death or insolvency had not occurred.
- To whom documents or notices must be served or given** 138. Documents or notices of every General Meeting shall be served or given in same manner hereinbefore authorised on or to (a) every member, (b) every person entitled to a share in consequence of the death or insolvency of a member, and (c) the auditor or auditors for the time being of the Company.
- Members bound by document or notice served or on given to previous holders** 139. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share, shall be bound by every document or notice in respect of each share previously to his name and address being entered on the Register of Members shall have been duly served on the person- from whom he derives his title to such shares.

141. All documents or notices to be served or given by members on or to the Company or any officer thereof shall be served or given by sending them to the Company or officer at the office by post under a certificate of posting or by registered post or by leaving it at the office. **Service of document or notice of member**

## AUTHENTICATION OF DOCUMENTS

142. Save as otherwise expressly provided in the Act or these Articles, documents or proceeding requiring authentication by the Company may be signed by a Director or an authorised officer of the Company and need not be under its seal. **Statements of accounts to be furnished to General Meeting**

## WINDING UP

143. The liquidator on any winding up (whether voluntary, under supervision or compulsory) may with the sanction of a special resolution/orders of the court but subject to the rights attached to any preference shares capital divide among the contributories in specie any part of the assets of the Company and may, with the like sanction, vest any part of the company in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit. **Liquidator may divide assets in specie**

## INDEMNITY AND RESPONSIBILITY

144. Subject to the provisions of Section 201, every director, manager, officer or servant of the Company or any person (whether an officer of the company or not) employed by the company as auditor shall be indemnified out of the funds of the Company against all claims and it shall be the duty of the directors out of the funds of the Company, to pay all costs, charges, losses and damages which any such person may incur or become liable to by reason of any contract entered into or act or thing done, about the execution or discharge of his duties or supposed duties (except such, if any, as he shall incur or sustain through or by his own willful act, neglect or default) including expenses and in particular and so as not to limit the generality of the foregoing provisions against all liabilities incurred by him as such director, manager, officer or auditor in defending any proceeding whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court. **Indemnity**
145. Subject to the provisions of the Act, no director, auditor or other officer of the Company shall be liable for the act, receipt, neglects or defaults of any other director or officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the director on behalf of the Company or for the insufficiency or deficiency or any security in or upon which any of the money of the Company shall be invested or for any loss or damages, arising from the bankruptcy, insolvency or tortuous act of any person, firm or company to or with whom any money, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment, omission, default or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in relation to the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.
146. member shall be entitled to visit or inspect any works of the Company without the permission of the directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the directors it would be inexpedient in the interest of the Company to discover.

Sl. No.	Signature, Name, Description, Addresses and Occupation of the Subscribers	Signature, name, address, Description and Occupation of Witness
1.	<p style="text-align: center;">Sd/-</p> <p>( <b>OM PRAKASH BHANSALI</b> )  S/o Shri Kishore Mal Ji  4F-8, New Power House Road,  Jodhpur - 342001  Business</p>	<p style="text-align: center;">I witness signature of all the subscribers</p> <p style="text-align: center;">Sd/-</p> <p>( <b>PRAVEEN GOYAL</b> )  S/o Shri P. C. Goyal  1, Sangram Colony  C-Scheme, Jaipur  Chartered Accountant</p>
2.	<p style="text-align: center;">Sd/-</p> <p>( <b>OM KUMARI BHANSALI</b> )  W/o Shri O. P. Bhansali  4F-8, New Power House Road,  Jodhpur - 342001  Business</p>	
3.	<p style="text-align: center;">Sd/-</p> <p>( <b>VIMAL BHANSALI</b> )  S/o Shri Om Prakash Bhansali  4F-8, New Power House Road,  Jodhpur - 342001  Business</p>	
4.	<p style="text-align: center;">Sd/-</p> <p>( <b>GAURAV BHANSALI</b> )  S/o Shri O. P. Bhansali  4F-8, New Power House Road,  Jodhpur - 342001  Business</p>	
5.	<p style="text-align: center;">Sd/-</p> <p>( <b>PRADEEP KUMAR</b> )  S/o Shri Mohan Lal  72, Nehru 4F-8, New Power House Road,  Jodhpur - 342001  Service</p>	
6.	<p style="text-align: center;">Sd/-</p> <p>( <b>VEENA MEHTA</b> )  W/o Shri Shanti Lal  810, Kalyan Pole, Allahabad Bank Street  7th, Chopasani Road, Jodhpur  House Wife</p>	
7.	<p style="text-align: center;">Sd/-</p> <p>( <b>MADHU MEHTA</b> )  W/o Shri Achal Raj Mehta  810, Kalyan Pole, Allahabad Bank Street  7th, Chopasani Road, Jodhpur  House Wife</p>	

Dated the 12th day of June, 2000.

Place : Jaipur.