

---

MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
**SWARAJ ENGINES LIMITED**

---



MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
**SWARAJ ENGINES LIMITED**



**INDEX**  
**OF**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**SWARAJ ENGINES LIMITED**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Page Nos.</b>
1.	Name of the Company	M-1
2.	Registered Office of the Company	M-1
3.	Objects of the Company	M-1
4.	Extend of objects of the Company	M-10
5.	Liability of the Members	M-10
6.	Authorised Share Capital of the Company	M-10
7.	Subscribers to Memorandum of Association	M-11
8.	Certificate of Incorporation	M-12
9.	Certificate of Commencement of Business	M-13



MEMORANDUM OF ASSOCIATION  
OF  
**SWARAJ ENGINES LIMITED**

- I) The name of the Company is SWARAJ ENGINES LIMITED.
- II) The REGISTERED OFFICE of the Company will be situated in the State of Punjab.
- III) The objects for which the Company is established are :

**(A) MAIN OBJECTS OF THE COMPANY TO BE PURSUED ON ITS INCORPORATION :**

1. To carry on all or any of the business of manufacturers, assemblers, producers, importers, exporters, buyers, sellers, stockists, suppliers, distributors, wholesale & retail dealers, repairers and lessors of all types of internal combustion engines including oil, diesel and petrol engines, gas turbines, steam turbines, boilers & locomotives used in every type of vehicle including trucks, tractors, buses, motor cars, jeeps, trailers, conveyances, scooters, motor cycles and aircrafts.
2. To buy, sell, manufacture, refine, import, export, prepare for market and deal in all substances, apparatus, assemblies, components, accessories and things capable of being used in any such business as aforesaid.
3. To operate and deal in garages, warehouses and other facilities, spare-parts, fuels and lubricants for such engines and prime-movers and their energy sources.
4. To design, assemble, manufacture or otherwise deal in equipments and instruments concerning all types of engines and prime-movers.

**(B) OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:**

**1. Technical Information and Know-how:**

To acquire from any person, firm or body corporate or unincorporate whether in India or elsewhere, technical information, know-how, process, engineering, manufacturing and operating data, plans, layout and blueprints, useful for the design, erection and operations of plant required for any of the businesses of the Company and to acquire any grant or licence and other rights and benefits in the foregoing matters and things.

**2. Acquire Plant, Machinery, Stocks:**

To acquire by purchase, lease, concession, grant, licence or otherwise, such lands, buildings, minerals water works, plant, machinery, stock-in-trade, stores, rights, privileges, easements and other property as may from time to time be deemed necessary for carrying on the business of the Company, and to build or erect upon any land of the Company howsoever acquired such factories, workshops, warehouses, offices, residences and other buildings, and to erect such machinery and construct such roads, ways, tramways, railway branches or sidings, bridges, reservoirs, water courses, hydraulic works and other works and convenience as may be deemed necessary for the purposes of the Company, or any of them, and to hold any property whatsoever, either in India or abroad.

**3. Construction of Factories, etc :**

To acquire, build, make, construct, equip, maintain, improve, alter and work factories, buildings, roads, playgrounds, water courses and other works and conveniences which may be necessary or convenient for the purpose of the Company or may be seen calculated directly or indirectly to advance the Company's interests and to contribute, to subsidise or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof.

**4. Acquire and Undertake Business:**

To purchase, acquire and undertake all or any part of the business, property and liabilities of any person, or company carrying on or proposing to carry on any business which this Company, is authorised to carry on or possession of property suitable for the purpose 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 and to pay for the same by shares, debentures, cash or otherwise and to conduct, carry on, or liquidate and wind up such business.

**5. Payment for Property and services:**

To pay for any property, rights or privileges, acquired by the Company or for the services rendered or to be rendered in connection with the promotion of the business of the Company or for acquisition of any property for the company or otherwise either wholly, or partially in cash or in shares, bonds, debentures or other securities of the company and to issue any shares either as fully paid-up or with such amount credited as paid up thereon, as may be agreed upon to charge any such bonds, debentures or other securities upon all or any part of the property of the Company. While so doing the Company shall comply with all requirements of law for the time being in force.

**6. Disposal of Undertaking and Property of Company:**

To sell, exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid-up, or securities of any other company.

**7. Properties and Rights:**

To improve, manage, cultivate, develop, exchange, let on lease, mortgage, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the properties, rights and concessions of the Company on such terms as the Company shall determine and to supply power, light and heat, and to lay out land for building purposes, and to sell the same, and to build on, improve, let building on leases, advance money to persons for building or otherwise to develop the same.

**8. Sell, Sublet, Rights and Property:**

To sell or sublet any rights, concession or licence obtained or contracts entered into and generally to sell the whole or any part of the property and business of the Company for cash or for shares whether fully paid-up or not, debentures, or securities of another company or partly in cash or partly in such shares, debentures or securities as are distributed in specie amongst the members or otherwise.

**9. Payment for Underwriting Brokerage on Issue:**

To pay out of the Company's funds the cost of underwriting and expenses incurred in connection with all matters preliminary and incidental to the formation, promotion and incorporation of this Company and the



costs, underwriting expenses, brokerage on issue of shares or debentures, incentives and expenses incurred in connection with all matters preliminary and incidental to the formation and incorporation of any company which may be promoted by this Company and underwrite the shares or debentures issued by any such company.

**10. Payment of services:**

To remunerate any person or company for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of, any of the shares of the Company's capital, or debentures, debenture-stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

**11. Holding Stock, Shares and Securities:**

To issue on commission, subscribe for, acquire, hold, sell and otherwise deal in shares, debentures, debenture-stock, bonds, mortgages, obligations and securities of any kind issued or guaranteed by any company (body corporate or undertaking) of whatever nature and whatsoever constituted or carrying on business and shares, stocks, debentures, debenture-stock, bonds, mortgages, obligations and other securities issued or guaranteed by any government, sovereign ruler, commissioner, trust, municipal, local or other authority or body of whatever nature, whether in India or elsewhere.

**12. Guarantee:**

To guarantee the performance of any contract or obligation of and the payment and repayment of money or of dividends, and interest or premiums payable on any stocks, shares or securities of any company, corporation, firm, any authority or any person whether incorporated or not in any case in which such guarantee may be considered likely, directly or indirectly, to further the objects of the Company or the interest of its shareholders.

**13. Patents, etc. :**

To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the World any patents, patent rights, brevets d' invention, trade marks, designs, licences, protections, concessions, monopolies and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention or process or privilege 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, exercise, develop, manufacture under or grant licences or privileges in respect of, or otherwise turn to account, the property rights information so acquired and to carry on any business in any way connected therewith and to pay royalties, if anywhere necessary.

**14. Improvement of Patents and other Rights:**

To expend money in experimenting, testing and improving or seeking to improve any patents rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.

**15. Research Laboratories, Colleges and Provision of Lectures:**

To establish, provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshops, for scientific and technical research and experiments, to undertake and carry on scientific and technical researches, experiments and tests of all kinds, to promote studies and researches, both scientific and technical, investigations and inventions by providing, subsidising, endowing or assisting laboratories,

workshops, libraries, lectures, meetings, and conferences and by providing or contributing to the award of scholarships, prizes, grants to students or otherwise generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the Company is authorised to carry on.

**16. To Insure against Losses, Damages and Risks:**

To insure with any other company, firm or persons against losses, damages and risks of all kinds which may affect the Company, provided that nothing herein contained shall empower the Company to carry on the business of life assurance, accident assurance, fire assurance, employee's liability assurance, industrial assurance, motor assurance or any business of insurance or reinsurance within the meaning of the Insurance Act, 1938, or any Act amending, extending or re-enacting the same.

**17. Receive Securities:**

To receive monies, securities or valuables on deposit at interest or otherwise from persons having dealings with the Company or for custody on any terms whatsoever, provided the Company shall not carry on the business of banking as defined under the Banking Regulations Act, 1949. Nor shall such transactions be tantamount to carrying on banking business.

**18. Advances, Deposits and Loans:**

To lend and advance money, either with or without security and give credit to such persons, firms or body corporates (including government), in particular to customers and others having dealings with the Company upon such terms and conditions as the Company may think fit (not amounting however, to any banking business as defined in Banking Regulations Act, 1949).

**19. Financial and Commercial Obligations:**

To undertake financial and commercial obligations, transactions and operations of all kinds.

**20. Investment:**

To invest money of the Company in such investments, movable or immovable (other than shares or stock in the Company), as may be thought proper and to hold, sell or otherwise deal with such investments.

**21. Borrowing:**

To receive money on deposit or loan, borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture-stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (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 person or company of any obligation undertaken by the Company or any other person or company as the case may be and to purchase, redeem or pay off any such securities provided that the Company shall not carry on banking business as defined in Banking Regulations Act, 1949.

**22. Registration of Company outside India:**

To procure the registration or recognition of the Company under the laws of any place outside India.

**23. Bank Accounts and Negotiable Instruments:**

To open any kind of account in any Bank and to draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.

**24. Employ Staff:**

To engage, employ, suspend and dismiss executives, engineers, agents, managers, superintendents, assistants, clerks, workers and other employees and to remunerate any such person at such rate as shall be though fit, to grant bonus, compensation, pension or gratuity to any such person, or to his widow or children and generally to provide for the welfare of all employees.

**25. Promotion:**

To form, incorporate or promote any company or companies, whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company or any other objects which in the opinion of the Company could or might directly or indirectly assist the company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner as the Company shall think fit for services rendered or to be rendered in obtaining subscription for or placing or assisting to place or to obtain subscription for or for guaranteeing the subscription for or the placing of any shares, in the capital of the Company or any bonds, debentures, obligations or securities of any company or any stock, shares, bonds, debentures, obligations or securities of any other company held or owned by the Company or in which the Company may have an interest or in or about the formation or promotion of the Company or the conduct of its business or in or about the promotion or formation of any other company in which the Company may have an interest.

**26. Government and other Concessions and to Promote and Oppose Legislation:**

To enter into any arrangements and to take all necessary or proper steps with Government or with other authorities supreme, national, local, municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members and to oppose any such steps taken by any other company, firm or persons which may be considered likely to, directly or indirectly, prejudice the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interests of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company, and to obtain from any such Government Authority or any company, any licence, charter, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges or concessions.

**27. Amalgamation and Partnership:**

To amalgamate or to enter into partnership or into any arrangement for sharing profits, union or interest, co-operation, joint-venture, licence, or reciprocal concession with any person or persons, company or companies carrying on or engaged in, or about to carry on or engage in, or being authorised 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 to directly or indirectly benefit the Company.

**28. Publicity:**

To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, radio, television or cinema, by circulars, by purchase, construction and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

**29. To Create Funds:**

To create any depreciation fund, reserve fund, insurance fund, sinking fund, or any other special fund whether for depreciation or repairs, replacement, improvement, extension or maintenance of any of the properties of the Company or by way of Development Rebate Reserve, Investment Allowance Reserve or for redemption of debentures or redeemable preference shares or for any other purpose conducive to the interests of the Company.

**30. Assist Companies under same Management:**

To assist any other company under the same management within the meaning of the Companies Act, 1956 or any statutory modification thereof, in any manner and to any extent including the giving of loan and guarantees or the providing of securities of any kind whatsoever in connection with any loan given to the latter by any person, firm or body corporate.

**31. Establishment of Association Connected with Company or for Benefit of Employees of Company:**

To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally and particularly with the trade, including any association, institution or fund for the protection of the interests of masters, owners and employers against loss by bad debts, strikes, combinations, fire, accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the Company or any of its predecessors in business or their families or dependants and whether or not in common with other persons or classes of persons and in particular of friendly, co-operative and other societies, regarding rooms, libraries, educational and charitable institutions, refectories, dining and recreation rooms, places of worship, schools, hospitals, residential buildings, bungalows, hotels, offices, warehouses, godowns, structures, erections, parks, gardens and to grant charities, gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose whatsoever and to farm, cultivate and otherwise develop the lands for the Company or in possession of the Company.

**32. Trusts:**

To undertake and execute any trusts, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.

**33. Aid to Labour and Other Industrial Associations:**

To aid pecuniarily or otherwise, any association, body or movement having for an object the solution, settlement, or surmounting of industrial or labour problems or trouble or the promotion of industry or trade.

**34. Donations**

To subscribe, contribute or otherwise to assist or guarantee money for any national, charitable, benevolent, public, general or useful objects or for any exhibitions or subject to the provisions of the Companies Act, 1956

for any purpose which may be likely directly or indirectly to further the objects of the Company or the interest of its members.

**35. Distribution of Dividend, etc. :**

Subject to the provisions of Section 78 of the Companies Act, 1956 to place, to reserve or to distribute as dividend or bonus or bonus shares among the members or otherwise to apply as the Company may from time to time may think fit any monies belonging to the Company including those received by way of premium on shares or debentures issued by the Company at a premium and any monies received in respect of dividends accrued on forfeited shares and monies arising from the re-issue by the Company of forfeited shares or by appropriation of unclaimed dividends.

**36. Provident Institutions:**

To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or non-contributory pension or superannuation funds for the benefits of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or Officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid and make payment to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid either alone or in conjunction with such other company as aforesaid.

**37. Distribution in Specie:**

To distribute among the members in specie or in kind any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to reduction of capital shall be made except with the sanction (if any) for the time being required by law; and to capitalise its reserves.

**38. Defend and File Suits:**

To institute and to defend any suit, appeal, application for review of revision or any other application of any nature whatsoever to take out executions, to enter into agreements of reference to arbitration and to enforce and where need be to contest any awards and for all such purpose to engage or retain counsels, attorneys and agents and when necessary to remove them.

**39. Promotion of Rural Development, etc. :**

- 1) To undertake, carry out, promote and sponsor or contribute to rural development including any programme for promoting the social and economic welfare of, or the uplift of the public in any rural area and to incur an expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.
- 2) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Directors may consider to be social and moral responsibilities of the Company to the public or any section of the public and also any activity which the Directors consider, likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means as the Directors may think fit, and Directors may without prejudice to the generally of the foregoing, undertake, carry out,

promote and sponsor any activity for publishing of any books, literature, newspapers etc., or for organising lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships, loans or any assistance, to deserving students or other scholars or persons to enable them to pursue their studies or academic pursuits or researches and of establishing, conducting or assisting any institutions, funds, trusts, etc., having any one of the aforesaid objects as one of its objects by giving donations otherwise in any other manner, and the Directors may at their discretion, in order to implement any of the above mentioned objects or purposes, transfer consideration at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any public or local body or authority or Central or State Government or any public institution or trusts or funds as the Directors approve.

**(C) OTHER OBJECTS :**

**1. Tractors, Two-wheelers and other Mobile Vehicles:**

To carry on all or any of the business of manufacturers, assemblers and producers, importers, exporters, buyers, sellers, stockists, suppliers, distributors, wholesale/retail dealers of tractors, two-wheelers and all other mobile vehicles and conveyances of all description suitable for use in and on land, sea or air and their motive power units, transmissions, propulsions system, chassis, bodies and assemblies, accessories, tools thereof.

**2. Machine Tools :**

To design, assemble, manufacture or otherwise deal in general and special purpose machine tools.

**3. Oil Extracts:**

To purchase, sell, import, export, all types of oil and/or carry on business of extraction of oil from all oil bearing commodities and seeds, and manufacture crude oil, refined oil, perfumed and other type of oils.

**4. Fertilizers & Agricultural Inputs:**

To manufacture, purchase, sell, import, export or otherwise deal in all types of agricultural inputs and appliances such as fertilizers, manures, diesel engines, pumping sets, seeds, insecticides, tools and appliances.

**5. Manufacture Metals, Metal Works, Rollings, etc. :**

To set up steel furnaces and to carry on the business of iron founders, metal founders, metal presses, metal rollers, metal works, rolling mills, metal converters, manufacturers of metal, metal fittings, and other utensils, mechanical engineers and manufacturers of workshop equipments, ball and roller bearings, compressors, medium and light machines and tools, industrial and Agricultural implements and machinery, power driven or otherwise, brass founders, boilers makers, mill wrights mechanists, galvanisers, electroplaters, iron and steel converters, smiths, wood workers, buildings, painters, metallurgists, electrical engineers, water supply engineers, gasmarkers, painters and carriers, contractors and merchants and to buy, sell, manufacture, repair, convert, alter, let on hire and deal in machinery, implements, rolling stock, metal and hardware of all kinds.

**6. Electrical Goods:**

To carry on the business of manufacturers of dealers in all kinds of electrical goods and appliances.

**7. Agricultural Machinery:**

To develop, design, assemble, manufacture, fabricate, produce, import, export, buy, sell, operate, run, let on hire, or otherwise deal in plants, machineries, tools, equipments, appliances, spares, implements, accessories, petrol and diesel engines, for land reclamation, forest cleaning, spraying, threshing, harvesting, sowing, ploughing, digging and all other types of machinery used in agricultural operations, tractors, earthmovers and all other like and allied equipments.

**8. Batteries:**

To undertake and carry on the business as manufacturers, assemblers, fabricators of dry cells, inert cells and batteries, accumulators and storage batteries, cadmium, rechargeable batteries, flash-lights, carbon electrodes, zinc calotte and all appliances and replacement parts and things, used in the manufacture of or in connection with such cells, batteries and flash-lights.

**9. Selling Agents & Distributors:**

To transact and carry on all kinds of agency and distribution business and act as selling agents of joint stock limited companies, private or public and of firms or individuals and to enter into working arrangements of all kinds with companies, corporations, firms or individuals.

**10. Market Surveys:**

To carry out marketing services, survey generally and also on behalf of such parties as may be approved by the Company from time to time and to publish reports of the market survey carried out by the Company.

**11. Importers & Exporters :**

To carry on the business of exporters, commission agents and distributors.

**12. Hire Purchase :**

To purchase, sell or hire out or sell on hire-purchase system all kinds of motor vehicles, motor-cycles, aeroplanes, launches, boats, mechanical or otherwise, sewing machines, radio sets, gramophones, pianos and musical instruments, cameras, electric fans, cinematographic machines and apparatus, heaters, refrigerators, and other electrical domestic appliances, furniture, wooden and metallic house-hold equipments and all classes of machinery and/or other articles that the Company may deem fit.

**13. Investment Companies:**

To invest in or subscribe or purchase or otherwise acquire in India or abroad shares, stocks, debentures, securities (Government or others) or other interests in any other company, movable or immovable property of any kind, to make payments thereon in advance of calls and to hold, sell, exchange, underwrite or otherwise dispose of or deal with the same from time to time as may seem expedient or to otherwise invest the money of the Company.

**14. Trustees :**

To act as trustees, executors, attorneys, receivers, administrators, nominees, agents to undertake guarantee and indemnity business, execute trusts of all kinds and to exercise all the powers of custodians and trustees.

**15. Consultants :**

**Technical:**

- 1) To carry on the profession of consultants on management, employment, engineering, industrial and technical matters to industry and business and to act as employment agents. To carry on the business of printing and publishing books, magazines, journals and newspapers.

**Personnel:**

- 2) To provide personnel recruitment services and to carry on business of industrial consultants and providing management services by providing personnel services, accountants, typists, salesmen, supervisors, workers and labourers, incur expenses for transportation, postage, stationery and other auxiliary and incidental expenses for business or service contracts entered in by any person.

**Engineering:**

- 3) To carry on consultancy in engineering, architectural and commercial spheres.

**Metallurgical & Building:**

- 4) To work as consulting engineers and contractors in all branches or work whatsoever known to engineering iron masters, metallurgists, builders, hardware merchants, metal workers and the like.

**16. Petrol Pumps:**

To carry on the business of purchase and sale of petroleum and petroleum products, to act as dealers and distributors of petroleum companies, to run service stations for the repair and servicing of automobiles and to manufacture or deal in fuel oils, cutting oils, greases, etc.

- IV) The objects of company shall extend to all States in the Union of India and all other parts of the World.
- V) The liability of the members is limited.
- VI) 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 Crore fifty lacs) Equity Shares of Rs. 10/- each.



We the several persons whose names and addresses are subscribed hereunder 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:

Name, Father's Name, Address and Occupation of subscribers	Numbers of equity shares taken by each subscriber	Signature of the subscribers	Signature & Address of the witnesses
1. Chandra Mohan, S/o Late Sh. Seth Ram Gupta, 202, Sector 36-A, Chandigarh.	10	Sd/	Sd/- Ashok Verma S/o Sh. Kundan Lal, H. No. 1781, Sector 7-C, Chandigarh - 160 019
2. Gursharan Singh Rihal, S/o Sh. Amar Singh Rihal, R/o 150, Sector 11-A, Chandigarh. Service	10	Sd/	
3. Balbir Singh Devgun, S/o S. Prem Singh, R/o 1218, Sector 43, Chandigarh. Service	10	Sd/	
4. P. Sivaram, S/o Sh. R. Padmanabhan, R/o 1230, Sector 19-B, Chandigarh. Service	10	Sd/	
5. Ram Lubhaya, S/o Sh. Jagu Ram, H. No. 1602, Sector 18-D, Chandigarh. Service	10	Sd/	
6. Gopal Bansal, S/o Sh. Ram Chander, H. No. 3309, Sector 15-D, Chandigarh. Service	10	Sd/	
7. Manvinder Saraon, S/o J.S. Saraon, H. No. 1565, Sector 33-D, Chandigarh. Service	10	Sd/	

Place: CHANDIGARH



सत्यमेव जयते  
प्रारूप. आई. आर.

Form I.R.

## निगमन का प्रमाण-पत्र

### Certificate of Incorporation

ता०.....का स०.....

No. 6473 of 1985

मैं एतद्द्वारा प्रमाणित करता हूँ कि स्वराज इंजन्स लिमिटेड

कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that the **SWARAJ ENGINES LIMITED**.....

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

मेरे हस्ताक्षर से आज ता०.....को दिया गया।

Given under my hand at JALANDHAR this 24th day of SEPTEMBER  
One thousand nine hundred and EIGHTY FIVE.

(2nd, ASVINA, SAKA 1907).

( **B.M. JAIN** )

कम्पनियों का रजिस्ट्रार

*Registrar of Companies*

Punjab, H.P. & Chandigarh

Coy. No. 6473



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 of Section 149 (3) of the Companies Act, 1956

में एतद्वारा प्रमाणित करता हूँ कि **स्वराज इंजिन्स लिमिटेड** .....

जो कम्पनी अधिनियम, 1956 के अधीन तारीख.....को निगमित की गई थी और जिसने आज विहित प्ररूप में सम्यक् रूप से सत्यापित घोषणा फाईल 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 गया है, कारोबार प्रारंभ करने की हकदार है।

I hereby certify that the **SWARAJ ENGINES LIMITED** .....

which was incorporated under the Companies Act, 1956, on the 24th day of SEPTEMBER 1985, 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 ..... को ..... में दिया गया।

Given under my hand at JALANDHAR this 16th day of OCTOBER One thousand nine hundred and eighty five.  
(24TH ASVINA, SANA 1907)

( B.M. JAIN )  
कम्पनियों का रजिस्ट्रार  
**Registrar of Companies**  
**Punjab, H.P. & Chandigarh**

जे० एस० सी० - 10

**J.S.C. 10**

प्रभासपुरेक - 269 - 19 जनरल एडमिन/76 77 - भासपुरेक - (सि-275) - 29-7-76 - 7,000

MG IPTC - 269-19 Genl. Admn./76-77 - GIPTC - (C-29-7-76 - 7,000)



**INDEX OF  
ARTICLES OF ASSOCIATION  
OF  
SWARAJ ENGINES LIMITED**

Sr. No.	Particulars	Page Nos.
1.	Table F not to apply	A-1
	Company to be governed by these Articles	A-1
	<b>INTERPRETATION CLAUSE</b>	
2.	Interpretation	A-1
	The Act	A-1
	Articles	A-1
	Beneficial owner	A-1
	Board or Board of Directors	A-1
	Company	A-1
	Depositories Act	A-1
	Depository	A-1
	Office	A-1
	Rules	A-1
	Seal	A-2
	Written/in Writing	A-2
	<b>CAPITAL</b>	
3.	Authorised Capital	A-2
4.	Kinds of Share Capital	A-2
5.	Variation of rights	A-2
6.	Issue of shares on paripassu basis not to vary rights of existing Shareholders	A-2
7.	Shares at disposal of Board	A-2
8.	Further issue of share capital	A-3
9.	Mode of further issue of shares	A-3
10.	Sweat equity shares	A-3
11.	Commission and brokerage	A-3
12.	Issue of debentures and other securities	A-3
	<b>SHARES AND CERTIFICATES</b>	
13.	Share Certificates	A-3
14.	Option to receive share certificate or hold shares with Depository	A-4
15.	Fractional certificates	A-4
16.	Renewal of certificates	A-4
17.	Provisions as to issue of share certificates to <i>mutatis mutandis</i> apply to securities	A-4
18.	Issue in Dematerialised form	A-5
19.	First named joint holder deemed sole holder.	A-5
	<b>LIEN</b>	
20.	Company's lien on shares	A-5
21.	Enforcing lien on sale	A-5
22.	Effect of sale	A-5
23.	Application of proceeds	A-5
24.	Outsider's lien not to affect Company's lien	A-6
25.	Lien over other securities including debentures	A-6

## **CALLS**

26.	Calls	A-6
27.	Call to take effect from the date of resolution	A-6
28.	Interest on call	A-6
29.	Sums deemed to be calls	A-6
30.	Partial payment not to preclude forfeiture	A-7
31.	Proof on trial of suit for money due on shares	A-7
32.	Payment in advance of calls	A-7
33.	Instalments on shares to be duly paid	A-7
34.	Provisions relating to calls to <i>mutatis mutandis</i> apply to other securities including debentures	A-7

## **TRANSFER OF SHARES**

35.	Execution of transfer	A-7
36.	Form of transfer	A-7
37.	Board may decline to register transfer	A-8
38.	Board may decline to recognize instrument of transfer	A-8
39.	Transfer of shares when suspended	A-8
40.	Provisions relating to instrument of transfer not to apply to dematerialised shares	A-8
41.	Provisions as to transfer of shares <i>mutatis mutandis</i> apply to other securities including debentures	A-8

## **TRANSMISSION OF SHARES**

42.	Transmission of shares	A-8
43.	Option to title holder	A-8
44.	Election how exercised	A-9
45.	Rights of person entitled by transmission	A-9
46.	Provisions relating to transmission by operation of law to <i>mutatis mutandis</i> apply to debentures and other securities	A-9

## **FORFEITURE AND SURRENDER**

47.	If call or instalment not paid notice may be given	A-9
48.	Form of notice	A-9
49.	If notice not complied with shares may be forfeited	A-10
50.	Partial payments and Effects of forfeiture	A-10
51.	Sale of forfeited share.	A-10
52.	Position after forfeiture.	A-10
53.	Evidence of forfeiture.	A-10
54.	Title of purchaser and transferee of forfeited shares	A-10
55.	Cancellation of share certificate in respect of forfeited shares	A-11
56.	Provisions regarding forfeiture to apply to all cases of non-payment	A-11
57.	Surrender of Shares	A-11
58.	Provisions relating to forfeiture and surrender of shares to <i>mutatis mutandis</i> apply to debentures and other securities	A-11

## **STOCK**

59.	Shares may be converted into stock	A-11
60.	Transfer of Stock	A-11
61.	Rights of stock holders	A-11
62.	Provisions relating to 'shares' to apply to 'stock' as well	A-11

## **ALTERATION OF CAPITAL**

63.	Alteration of capital	A-11
64.	Reduction of Capital	A-12
65.	Buy-back of Shares	A-12

66.	Joint-holders	A-12
67.	Provisions relating to joint-holders to <i>mutatis mutandis</i> apply to debentures and other securities	A-13

### **MEETING OF MEMBERS**

68.	General Meetings	A-13
69.	Extraordinary General Meeting	A-13
70.	When a Director or any two Members may call an Extra Ordinary General Meeting	A-13
71.	Powers to arrange security at Meetings	A-13
72.	Requisition of Members to state object of meeting	A-13
73.	Calling of requisitioned meeting	A-13
74.	Circulation of members resolution	A-13
75.	Notice of meeting	A-13
76.	Omission to give notice	A-14
77.	Quorum at general meeting	A-14
78.	Meeting dissolved/adjourned if quorum not present.	A-14
79.	Chairperson of general meeting.	A-14
80.	Chairperson's Power for orderly conduct at general meetings	A-14
81.	Chairperson may adjourn meeting	A-15
82.	Chairman sole judge of the validity of a vote	A-15
83.	Chairperson's declaration conclusive	A-15
84.	Chairperson's casting vote	A-15
85.	Poll not to prevent continuance of business	A-15

### **VOTES OF MEMBERS**

86.	Votes of members	A-15
87.	Vote of members of unsound mind and vote of minor	A-15
88.	Votes in respect of share of deceased and insolvent member	A-15
89.	Restrictions on Voting	A-16
90.	Objection to vote	A-16
91.	Member may vote in person or otherwise	A-16
92.	Instrument of Proxy to be deposited at the Office	A-16
93.	Form of instrument of proxy	A-16
94.	Proxy to be valid notwithstanding death of the principal	A-16
95.	Minutes of General meeting	A-16
96.	Certain matters not to included in minutes	A-16
97.	Discretion of the chairperson in relation to Minutes	A-16
98.	Minutes to be evidence	A-16
99.	Inspection of minute books of general meeting and obtaining copies thereof	A-17

### **DIRECTORS**

100.	Number of Directors and qualification.	A-17
101.	Retirement of directors by rotation	A-17
102.	Chairperson, Deputy Chairman etc.	A-17
103.	Rights to appoint Directors	A-17
104.	Debenture Director	A-17
105.	Nominee Director	A-18
106.	Alternate Directors	A-18
107.	Power to appoint additional Director and to fill casual vacancies	A-18
108.	Remuneration of Directors	A-18
109.	Expenses incurred by Directors	A-18
110.	Directors may act notwithstanding vacancy	A-19

## **PROCEEDINGS OF THE BOARD**

111.	Meetings of Directors	A-19
112.	Participation through Electronic Mode	A-19
113.	Quorum	A-19
114.	Meetings how convened	A-19
115.	Chairperson	A-19
116.	Same individual may be Chairperson and Managing Director / Chief Executive Officer	A-19
117.	Decisions at Board meetings	A-19
118.	Directors may delegate to Board Committees/ person(s)	A-19
119.	Meetings of committees	A-20
120.	Passing of resolution by circulation	A-20
121.	Acts of Board or Committee shall be valid notwithstanding defect in appointment	A-20

## **POWERS OF BOARD**

122.	General powers of the Company vested in Board	A-20
123.	Execution of negotiable instruments	A-20
124.	Borrowing Powers	A-20
125.	Statutory Registers	A-20
126.	Foreign register	A-21
127.	Secrecy	A-21
128.	Chief Executive Officer, Manager, Chief Financial Officer and Company Secretary	A-21

## **THE SEAL**

129.	The Seal, its custody and use	A-21
------	-------------------------------	------

## **DIVIDENDS AND RESERVES**

130.	Declaration of dividends	A-22
131.	Interim dividends	A-22
132.	Dividends only out of profits and not to carry interest	A-22
133.	Dividends according to paid up capital	A-22
134.	Reserve funds	A-22
135.	Deduction of debts due to the Company	A-22
136.	Payment by warrant	A-23
137.	Waiver of dividends	A-23

## **CAPITALIZATION OF PROFITS**

138.	Capitalization	A-23
139.	Board's powers on capitalization	A-24

## **ACCOUNTS**

140.	Directors to keep accounts	A-24
141.	Inspection of accounts and books	A-24

## **WINDING-UP**

142.	Winding-up	A-24
------	------------	------

## **INDEMNITY AND INSURANCE**

143.	Directors and Officers right to Indemnity	A-24
144.	Insurance	A-25
145.	Directors and other officers not responsible for acts of others	A-25

## **GENERAL POWERS**

146.	General Powers	A-25
------	----------------	------



**The Companies Act, 2013**  
**Company Limited By Shares**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**SWARAJ ENGINES LIMITED**  
**PRELIMINARY**

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Annual General Meeting of the Company held on 26th July, 2016 in substitution for and to the entire exclusion of, the regulations contained in the extant Articles of Association of the Company.

1. (1) Swaraj Engines Limited is established with Limited Liability in accordance with and subject to the provisions of the Companies Act, 1956. None of the regulations contained in Table 'F' in Schedule I to the Companies Act, 2013, including amendment(s) made thereto, if any, shall apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. *Table F not to apply*
- (2) The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of, or addition to its regulations by a resolution or otherwise as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles. *Company to be governed by these Articles*

**INTERPRETATION CLAUSE**

2. (1) In the interpretation of these Articles, unless repugnant to the subject or context: *Interpretation*
- "The Act" means the Companies Act, 2013 or any previous enactment thereof, or any statutory modification thereto or re-enactment thereof and includes any Rules and regulations framed thereunder. *The Act*
- "Articles" means these Articles of Association of the Company as originally framed or as altered from time to time. *Articles*
- "Beneficial owner" means the beneficial owner as defined in the Depositories Act. *Beneficial owner*
- "Board" or "Board of Directors" means the collective body of the Directors of the Company. *Board or Board of Directors*
- "Company" means Swaraj Engines Limited. *Company*
- "Depositories Act" means the Depositories Act, 1996 or any statutory modification or re-enactment thereof, for the time being in force. *Depositories Act*
- "Depository" means a Depository as defined in the Depositories Act. *Depository*
- "Office" means the registered office for the time being of the Company. *Office*
- "Rules" means the Rules framed under the Act. *Rules*

- Seal* “Seal” means the common seal for the time being of the Company or any other method of authentication of documents, as specified under the Act or amendment thereto.
- Written/in Writing* “Written” and “in Writing” includes printing, lithography, electronic and other modes of representing or reproducing words in a visible form.
- (2) Words importing the singular number include, where the context admits or requires, the plural number and vice versa and words importing the masculine gender also include the feminine and the neuter genders.
- (3) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.
- (4) The headings and marginal notes hereto are inserted for convenience only and shall not affect the construction hereof.

## **CAPITAL**

- Authorised Capital* 3. The Authorised Share Capital of the Company shall be such amount as may, be specified in Clause VI of the Memorandum of Association of the Company.
- Kinds of Share Capital* 4. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
- Equity share capital:
- a. with voting rights; and / or
- b. with differential rights as to dividend, voting or otherwise in accordance with the Act and Rules.
- Variation of rights* 5. If at any time the share capital is divided into different classes of shares, the rights and/ or privileges attached to any such class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.
- All the provisions of these Articles relating to general meetings shall mutatis mutandis apply to every such separate meeting.
- Issue of shares on pari passu basis not to vary rights of existing shareholders* 6. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
- Shares at disposal of Board* 7. a) Subject to the provisions of these Articles and of the Act, the shares in the capital of the Company shall be under the control of the Board which may issue, allot or otherwise dispose of them to such persons in such proportion and on such terms and conditions, either at a premium or at par, and with full power to give any person the option or right to call for or be allotted shares of any class of the Company for such time and for such consideration as the Board may think fit, provided that the option or right to call for is in accordance with the applicable provisions of the Act.

- b) Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.
8. The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to: *Further issue of share capital*
- i. persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
  - ii. employees under any scheme of employees' stock option; or
  - iii. any persons, whether or not those persons include the persons referred to in clause (i) or clause (ii) above.
9. A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules. *Mode of further issue of shares*
10. The Company may exercise the powers of issuing sweat equity shares of a class of shares already issued in accordance with the Act, the Rules and other applicable law, if any. *Sweat equity shares*
11. a) Subject to the conditions and provisions contained in the Act and the Rules, the Company may at any time pay commission to any persons in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any securities in the Company, or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any securities in the Company. In such case, the rate of commission payable shall not exceed the rates prescribed under the Act and the Rules. The commission may be satisfied by the payment of cash or by way of allotment of fully or partly paid securities or partly in one way and partly in the other. *Commission and brokerage*
- b) The Company may also, on any issue of any security, pay such brokerage as may be in compliance with the applicable laws.
12. Any debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles, at a premium or otherwise, and may be made assignable free from any equities between the Company and the person to whom the same may be issued and may be issued on the condition that they shall or may be convertible into shares of any denomination. *Issue of debentures and other securities*

### **SHARES AND CERTIFICATES**

13. a) Every person whose name is entered as a member in the register of members shall be entitled to receive, within such time limits after allotment or after the Company receiving application for the registration of transfer or transmission as prescribed under the law for the time being in force or within such other period as the conditions of issue shall provide : *Share Certificate*
- (i) one certificate for all his shares without payment of any charges; or

- (ii) several certificates, each for one or more of his shares, upon payment of such fees/charges as may be fixed by the Board for each certificate after the first.

Every certificate of shares shall be either issued under the Seal of the Company or signed by (i) two directors or (ii) by a director and the Company Secretary, wherever the Company has appointed a Company Secretary or (iii) in any other manner as may be permitted by the Act and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon.

A Director may sign a share certificate by affixing signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography but not by means of rubber stamp.

- b) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

*Option to receive share certificate or hold shares with Depository*

- 14. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a Depository. Where a person opts to hold any share with the Depository, the Company shall intimate such Depository the details of allotment of the share(s) to enable the Depository to enter in its records the name of such person as the Beneficial Owner of that share.

*Fractional certificates*

- 15. The Board shall have power—
  - (a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise in trustees or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and
  - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.

Any agreement made under such authority shall be effective and binding on all such members.

*Renewal of certificates*

- 16. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board may deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of such fees for each certificate as may be fixed by the Board.

*Provisions as to issue of share certificates to mutatis mutandis apply to securities*

- 17. The provisions of these Articles relating to share certificates shall mutatis mutandis apply to certificates relating to all other securities of the Company, except where the Act or Rules otherwise provide.

18. Notwithstanding anything contained herein and subject to the provisions of the Act, the Company shall be entitled to admit its shares, debentures and other securities for dematerialisation pursuant to the Depositories Act and to offer its shares, debentures and other securities for subscription in a dematerialised form. The Company shall further be entitled to maintain a Register of Members with the details of Members holding shares both in physical and dematerialised form in any medium as permitted by law including any form of electronic medium. *Issue in Dematerialised form*

19. If any share stands in the names of 2 (two) or more persons, the person first named in the register shall, as regards receipt of dividends, service of notices and other documents and, subject to the provision of these Articles, all or any other matter connected with the Company, except voting at meetings, transfer of the share(s) and any other matter provided in the Act or Rules, be deemed the sole holder thereof. *First named joint holder deemed sole holder*

The joint holders of a share shall be jointly and severally liable for the payment of all the calls due in respect of such share(s) and for all incidents thereof according to the Company's regulations.

The provisions of these Articles with respect to joint holders shall apply mutatis mutandis to all other securities of the Company, whether issued in physical or dematerialised form unless otherwise provided in the Act or Rules.

#### **LIEN**

20. a) The Company shall have a first and paramount lien on (i) every share (not being fully paid-up), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share and (ii) all shares (not being fully paid-up) standing registered in the name of a Member, for all monies presently payable by him or his estate to the Company. Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause. *Company's lien on shares*

b) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

21. The Company may sell in such manner as the Board may think fit, any shares on which the Company has a lien. Provided that no such sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of 14 (fourteen) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise. *Enforcing lien on sale*

22. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall neither be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. *Effect of sale*

The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

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

- Outsider's lien not to affect Company's lien*
24. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.
- Lien over other securities including debentures*
25. The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities, including debentures, of the Company.

### **CALLS**

- Calls*
26. a) The Board may, from time to time, subject to the terms on which any shares may have been issued, make calls on the members in respect of any monies unpaid on their shares (whether on account of nominal value of shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.
- b) Each member shall, subject to receiving at least 14 (fourteen) days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
- c) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.
- d) A call may be revoked or postponed at the discretion of the Board.
- e) All calls shall be made on a uniform basis on all shares falling under the same class.
- Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.
- Call to take effect from the date of resolution*
27. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed and may be required to be paid by instalments. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- Interest on call*
28. a) If a sum called in respect of a share is not paid on or before the day appointed for payment thereof or any extension thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment, at such rate as may be fixed by the Board.
- b) The Board shall be at liberty to waive payment of any such interest either wholly or in part.
- Sums deemed to be calls*
29. a) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which, by the terms of issue, such sum becomes payable.
- b) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

30. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. *Partial payment not to preclude forfeiture*
31. On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered, was on the Register of Members as the holder, on or subsequent to the date at which the money sought to be recovered is alleged to have become due on the shares in respect of which such money is sought to be recovered; that such money is due pursuant to the terms on which the share was issued; that the resolution making the call was duly recorded in the minute book; and that notice of such call was duly given to the Member or his representatives sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board Meeting at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt. *Proof on trial of suit for money due on shares*
32. The Board: *Payment in advance of calls*
- a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
  - b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this Clause shall confer on the member:
    - (i) any right to participate in profits or dividends; or
    - (ii) any voting rights in respect of the money so paid by him until the same would, but for such payments, become presently payable by him.
33. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder. *Instalments on shares to be duly paid*
34. The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities, including debentures, of the Company. *Provisions relating to calls to mutatis mutandis apply to other securities including debentures*

### **TRANSFER OF SHARES**

35. a) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and the transferee. *Execution of transfer*
- b) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
36. The instrument of transfer shall be in writing and all the provisions of the Act, the Rules and applicable laws shall be duly complied with in respect of transfer of shares and registration thereof. *Form of transfer*

- Board may decline to register transfer*
37. The Board may, subject to the right of appeal conferred by the Act decline to register:-
- i) any transfer of shares on which the Company has a lien.
  - ii) the transfer of a share, not being a fully paid share, to a person of whom they do not approve.
- Board may decline to recognize instrument of transfer*
38. In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless:
- a) the instrument of transfer is duly executed and is in the form as prescribed under the Act and/or Rules ;
  - b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
  - c) the instrument of transfer is in respect of only one class of shares.
- Transfer of shares when suspended*
39. On giving of previous notice of at least 7 (seven) days or such lesser period in accordance with the Act and the Rules, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine.
- Provided that such registration shall not be suspended for more than 30 (thirty) days at any one time or for more than 45 (forty five) days in the aggregate in any year.
- Provisions relating to instrument of transfer not to apply to dematerialised shares*
40. The provisions relating to instrument of transfer shall not apply to the shares of the Company which have been dematerialized.
- Provisions as to transfer of shares mutatis mutandis apply to other securities including debentures*
41. The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities (including debentures) of the Company.

#### **TRANSMISSION OF SHARES**

- Transmission of shares*
42. 1. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only person or persons recognised by the Company as having any title to his interest in the shares.
2. Nothing in clause (1) above shall be taken to release the estate of a deceased joint holder from any liability in respect of any shares which had been held by him jointly with any other person.
3. Before recognising any executor or administrator, the Board may require him to obtain a grant of probate or letters of administration or other representation as the case may be, from a competent Court in India, provided nevertheless that in any case where the Board or any person authorised by the Board in their absolute discretion and in accordance with the applicable law, think fit, it shall be lawful to dispense with the production of probate or letters of administration or other representation upon such terms as to indemnity or otherwise, as the Board or any person authorised by the Board in their absolute discretion, may consider necessary and adequate.
- Option to title holder*
43. a) Any person becoming entitled to a share in consequence of the death, liquidation or insolvency of a member or by any lawful means other than by a transfer may, upon such evidence being produced as may be required by the Board from time to time and subject to the condition as hereinafter provided, elect either:



- (i) to be registered himself, as the holder of the share, or
  - (ii) to make such transfer of the share as the deceased, liquidated or insolvent member could have made.
- b) The Board shall, in either case, have the same right to decline or suspend registration as it would have had if the deceased, liquidated or insolvent member had transferred the shares before his death, liquidation or insolvency.
- c) The Company shall be fully indemnified by such person from all liability, if any, for actions taken by the Board to give effect to such registration or transfer.
44. a) If a person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- b) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- c) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice of transfer aforesaid as if the death, liquidation or insolvency of the member had not occurred and the notice or transfer was a transfer by that member.

*Election how exercised*

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

*Rights of person entitled by transmission*

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

46. The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities, including debentures, of the Company.

*Provisions relating to transmission by operation of law to mutatis mutandis apply to debentures and other securities*

### **FORFEITURE AND SURRENDER**

47. If any member fails to pay any call or instalment or any money due in respect of any share on or before the day appointed for the payment of the same or any such extension thereof, the Board, may at any time thereafter, during such time as any part of the call or instalment remains unpaid, serve a notice on such member or on the person (if any) entitled to the shares by transmission requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all reasonable expenses that may have been incurred by the Company by reason of non- payment.

*If call or instalment not paid notice may be given*

48. The notice aforesaid shall –

*Form of notice*

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

- b) shall state that in the event of non-payment on or before the day and time so appointed, the share(s) in respect of which the call was made will be liable to be forfeited.

*If notice not complied with shares may be forfeited*

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

*Partial payments and Effects of forfeiture*

- 50. a) The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share and shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.  
b) Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided.

*Sale of forfeited share*

- 51. A forfeited share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the original holder thereof or any other person, upon such terms and in such manner as the Board thinks fit.

The Board may, at any time before a sale, re-allotment or disposal as aforesaid, cancel the forfeiture on such terms as it thinks fit.

*Position after forfeiture*

- 52. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies, which at the date of forfeiture were presently payable by him to the Company in respect of the shares, including interest thereon at such rate that the Board may determine.

The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

The liability of such person shall cease if and when the Company shall have received payments in full of all such monies in respect of the shares.

*Evidence of forfeiture*

- 53. A duly verified declaration in writing that the declarant is a Director, the Manager or the Company Secretary of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

*Title of purchaser and transferee of forfeited shares*

- 54. a) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.  
b) The transferee shall thereupon be registered as the holder of the share.  
c) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

55. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same on demand by the Company, has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a new certificate(s) in respect of the said shares to the person(s) entitled thereto. *Cancellation of share certificate in respect of forfeited shares*
56. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified. *Provisions regarding forfeiture to apply to all cases of non-payment*
57. The Board may, subject to the provisions of the Act, accept from any member on such terms and conditions as they think fit, a surrender of his shares or stock or any part thereof. *Surrender of Shares*
58. The provisions of these Articles relating to forfeiture and surrender of shares shall mutatis mutandis apply to any other securities, including debentures of the Company. *Provisions relating to forfeiture and surrender of shares to mutatis mutandis apply to debentures and other securities*

### **STOCK**

59. The Company may, by ordinary resolution: *Shares may be converted into stock*
- i. convert any paid-up shares into stock; and
  - ii. reconvert any stock into fully paid-up shares of any denomination.
60. The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: *Transfer of Stock*
- Provided that the Board may, from time to time, fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
61. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. *Rights of stock holders*
62. Such of the Articles of the Company as are applicable to paid up shares shall apply to stock and the words "share" and "shareholders" in these Articles shall include "stock" and "stockholders" respectively. *Provisions relating to 'shares' to apply to 'stock' as well*

### **ALTERATION OF CAPITAL**

63. Subject to the provisions of the Act, the Company may from time to time as may be approved by Members of the Company: *Alteration of capital*
- (i) increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution;
  - (ii) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

- (iii) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; and/or
- (iv) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

*Reduction of Capital*

64. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules and applicable laws:
- (i) its share capital; and/or
  - (ii) any capital redemption reserve account; and/or
  - (iii) any securities premium account; and/or
  - (iv) any other reserves in the nature of share capital.

*Buy-back of Shares*

65. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase or buy-back its own shares or other specified securities.

*Joint-holders*

66. Where two or more persons are registered as joint holders of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles :
- i. The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.
  - ii. On the death of any one or more of such joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Board may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.
  - iii. Any one of such joint holders may give effectual receipts of any dividends, interests, other moneys payable or bonus in respect of such share.
  - iv. Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of share certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint holders.
  - v. a. Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. Provided always that a person present at any meeting personally shall be entitled to vote in preference to a

person, present by an agent, duly authorised under a power of attorney or by proxy although the name of such persons present by an agent or proxy stands first in the Register in respect of such shares.

- b. Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

- 67. The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.

*Provisions relating to joint-holders to mutatis mutandis apply to debentures and other securities*

### **MEETING OF MEMBERS**

- 68. All general meetings of the Company other than the annual general meeting shall be called extra-ordinary general meetings.

*General Meetings*

- 69. The Board may, whenever they think fit, convene an Extra-Ordinary General Meeting and they shall on requisition of Members or Members holding in the aggregate not less than one-tenth of such of the paid up capital of the Company as at the date of deposit of the requisition and in compliance with the Act, forthwith proceed to convene Extra- Ordinary General Meeting.

*Extraordinary General Meeting*

- 70. If at any time there are not within India sufficient Directors capable of acting to form a quorum, or if the number of Directors be reduced in number to less than the minimum number of Directors prescribed by these Articles and the continuing Directors fail or neglect to increase the number of Directors to that number or to convene a General Meeting, any Director or any two or more Members of the Company holding not less than one-tenth of the total paid up share capital of the Company may call for an Extra-Ordinary General Meeting in the same manner as nearly as possible as that in which meeting may be called by the Board.

*When a Director or any two Members may call an Extra Ordinary General Meeting*

- 71. The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

*Powers to arrange security at Meetings*

- 72. Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the Registered Office; provided that such requisition may consist of several documents in like form, each signed by one or more requisitionists.

*Requisition of Members to state object of meeting*

- 73. Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the Registered Office, to cause a meeting to be called for a day not later than forty-five days from the date of deposit of the requisition, meeting may be called and held by the requisitionists themselves within a period of three months from the date of the requisition.

*Calling of requisitioned meeting*

- 74. Upon a requisition of members complying with the Act, the Board shall comply with the obligations of the Company under the Act relating to circulation of members' resolutions and statements.

*Circulation of members resolution*

- 75. Twenty-one days' notice at the least (either in writing or electronic mode) of every meeting, annual or extra-ordinary, and by whomsoever called, specifying the day, place and hour of meeting, and containing a statement of the business to be transacted thereat, shall be given in the manner hereinafter provided, to such

*Notice of meeting*

persons as are under these Articles entitled to receive notice from the Company, Provided that in the case of an annual general meeting, with the consent in writing of all the members entitled to vote thereat, and in the case of any other meeting, with the consent of members holding not less than 95 per cent of such part of the paid up share capital of the Company as gives a right to vote at the meeting, a meeting may be convened by a shorter notice.

- Omission to give notice* 76. The accidental omission to give notice to, or the non-receipt of notice by, any member or other person to whom it should be given, shall not invalidate the proceedings at the meeting.
- Quorum at general meeting* 77. a) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.  
b) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.  
c) The quorum for the general meeting shall be as provided in the Act.
- Meeting dissolved/adjourned if quorum not present* 78. If, at the expiration of half an hour from the time appointed for the Meeting a quorum of Members is not present, the Meeting, if convened by or upon the requisition of Members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday, at the same time and place or to such other day and at such other time and place as the Board may determine; and if at such adjourned Meeting a quorum of Members is not present at the expiration of half an hour from the time appointed for the Meeting, those Members who are present shall be a quorum, and may, transact the business for which the Meeting was called.
- Chairperson of general meeting* 79. a) The chairperson of the Board shall be entitled to preside as the chairperson at every general meeting of the Company.  
b) If there is no such chairperson or if he is not present within 15 (fifteen) minutes after the time appointed for holding such meeting, or is unwilling to act as chairperson, the Director's present shall elect one of them to be chairperson of the meeting.  
c) If at any meeting no director is willing to act as chairperson or if no director is present within 15 (fifteen) minutes after the time appointed for holding the meeting, the members present shall choose one of them to be chairperson of the meeting.
- Chairperson's Power for orderly conduct at general meetings* 80. (a) The Chairperson shall have all the powers and authorities under law to conduct and regulate the general meeting;  
(b) Without prejudice to the aforesaid general power to ensure that the proceedings at a general meeting are conducted in a proper and orderly manner, the Chairperson's powers shall include the power to;  
(i) call the speakers  
(ii) determine the order in which the speakers shall be called  
(iii) regulate the length of speeches  
(iv) deal with point of order  
(v) preserve and maintain order and discipline  
(vi) expel any member who does not abide by the Chairperson's directions, persists in obstruction methods or otherwise misbehaves.

- (c) The Chairperson's decision on any of the above matters or on matters of procedure or any matters that arise incidentally during the course of the general meeting shall be final and conclusive.
81. a) The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place. *Chairperson may adjourn meeting*
- b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- c) When a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- d) Save as aforesaid, and as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
82. 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 sole judge of the validity of a vote*
83. Unless a poll be so demanded or voting is carried out electronically, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the books containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. *Chairperson's declaration conclusive*
84. In the case of an equality of votes, whether on a show of hands or electronically or on a poll, the chairperson of the meeting shall be entitled to a casting or second vote. *Chairperson's casting vote*
85. The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. *Poll not to prevent continuance of business*

### **VOTES OF MEMBERS**

86. a) Subject to any rights or restrictions for the time being attached to any class or classes of shares – *Votes of members*
- (i) on a show of hands, every member present in person shall have one vote; and
- (ii) on a poll or on electronic voting, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.
- b) A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.
87. 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 shares will be exercised by his guardian or any one of his guardian(s). *Votes of members of unsound mind and vote of minor*
88. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty-eight) hours before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote, he *Votes in respect of share of deceased and insolvent member*

shall duly satisfy the Board of his right to such shares, and give such indemnity (if any) as the Board may require unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

- Restrictions on Voting* 89. No member shall be entitled in respect of any shares registered in his name to exercise any voting right on any question at any general meeting or be reckoned in a quorum whilst any call or other sum presently payable to the Company in respect of such shares, remains unpaid or in regard to which the Company has exercised any right of lien.
- Objection to vote* 90. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
- Member may vote in person or otherwise* 91. Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.
- Instrument of Proxy to be deposited at the Office* 92. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notary certified copy of that power or authority, shall be deposited at the Office not less than 48 (forty-eight) hours before the time for holding the meeting or adjourned meeting, as the case may be, at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
- Form of Instrument of Proxy* 93. An instrument appointing a proxy shall be in the form as prescribed under the Act and Rules.
- Proxy to be valid notwithstanding death of the principal* 94. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given.
- Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- Minutes of General Meeting* 95. The Company shall cause minutes of all proceedings of every general meeting (including meetings of any class of members or creditors) and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Act and the Rules.
- Certain matters not to included in minutes* 96. There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting:
- a. is, or could reasonably be regarded, as defamatory of any person; or
  - b. is irrelevant or immaterial to the proceedings; or
  - c. is detrimental to the interests of the Company.
- Discretion of the chairperson in relation to Minutes* 97. The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.
- Minutes to be evidence* 98. The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.



99. (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by Postal Ballot shall *Inspection of minute books of general meeting and obtaining copies thereof*
- (a) be kept at the Registered Office of the Company or at such other place as may be decided by the Board and
- (b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days.
- (2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above: Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

### DIRECTORS

100. Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than 3 (three) and shall not be more than 15 (fifteen), including nominee Director(s). A Director shall not be required to hold any qualification shares. *Number of Directors and qualification*
101. The Board shall have the power to determine the Directors whose period of office is or is not liable to determination by retirement of Directors by rotation, subject to compliance of the Act and the Rules made thereunder. *Retirement of directors by rotation*
102. Subject to the requirements of the Act and the Rules, the Board, may elect a Chairman of their meetings, and determine the period for which he is to hold office. *Chairperson, Deputy Chairman etc.*
- The Board may also elect a Deputy Chairman and a Vice- Chairman/Chairmen and determine the periods for which they are to hold office. If no Chairman is elected or if at any Meeting the Chairman is not present within fifteen minutes of the time appointed for holding the same, the Deputy Chairman failing whom the senior of the Vice-Chairman shall be entitled to take the chair at such meeting. If there be no such Chairman, Deputy Chairman or Vice-Chairman, the Directors present shall choose one of their number to be Chairman of such meeting.
103. During such time as Mahindra & Mahindra Limited (M&M) holds 27 percent or more of the paid-up equity share capital of the Company and subject to the provisions contained in the Act and these Articles, shall be entitled to appoint four Directors. The Directors so appointed shall have same powers and privileges as other Directors of the Company. Such Directors appointed shall not be required to possess any share qualification. The said Directors shall hold office at the pleasure of M&M, who shall have the power to remove any one or all the Directors appointed by them under this Article and to appoint other persons as Directors. Such appointment or removal shall be by notice in writing to the Company. *Rights to appoint Directors*
104. If and when the Company shall issue debentures the holders of such debentures, or if and when the Company shall create a mortgage of any property, the mortgagee or mortgagees to whom such property shall be mortgaged, may have the right to appoint and nominate and from time to time remove and reappoint a Director or Directors, in accordance with the provisions of the Trust Deed securing the said debentures, or the deed creating such mortgages, as the case may be. A Director so appointed under this Article, is herein referred to as "The Debenture Director" and the term "Debenture Director" means a Director for the time being in office under the Article, and he shall have all the rights and privileges of an ordinary Director of the Company, except in so far as is otherwise provided for herein or by the Trust Deed securing the-Debentures or the deed creating the mortgage, as the case may be. *Debenture Director*

- Nominee Director* 105. The Board may appoint any person as a director nominated by any institution, in pursuance of the provisions of any law for the time being in force or of any agreement to which the Company is a party or by the Central Government or the State Government(s) by virtue of its shareholding in the Company.
- Alternate Directors* 106. The Board may appoint an Alternate Director to act for a Director (hereinafter called "The Original Director") during his absence for a period of not less than three months from India in accordance with the requirements of the Act and the Rules made thereunder.
- Power to appoint additional Director and to fill casual vacancies* 107. Subject to the provisions of the Act and the Rules, the Board of Directors shall have power at any time, and from time to time, to appoint any person to be an additional Director provided the number of Directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles. Any person so appointed as an addition to the Board shall hold office only up to the date of the next annual general meeting, but shall be eligible for appointment by the Company as a director at that meeting, subject to the provisions of the Act and the Rules.
- Subject to the provisions of the Act and the Rules, if the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board. The Director so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if it had not been vacated.
- Remuneration of Directors* 108. a) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue on a daily basis.
- b) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act.
- Provided that except with the approval of the Company in general meeting,—
- (i) the remuneration payable to any one managing director; or whole-time director or manager shall not exceed five per cent of the net profits of the Company and if there is more than one such director, remuneration shall not exceed ten per cent of the net profits to all such directors and manager taken together;
- (ii) the remuneration payable to directors who are neither managing directors nor whole-time directors shall not exceed,—
- (A) one per cent of the net profits of the company, if there is a managing or whole-time director or manager;
- (B) three per cent of the net profits in any other case.
- c) The fees payable to the Director for attending the meeting of the Board or Committee thereof or a General Meeting shall be decided by the Board of Directors from time to time within the maximum limits of such fees that may be prescribed under the Act or the Rules.
- Expenses incurred by Directors* 109. In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them. —
- (i) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
- (ii) in connection with the business of the Company.

110. The continuing Directors may act notwithstanding any vacancy in the Board, so long as their number is not reduced below the quorum fixed by the Act for a meeting of the Board of Directors. In the event the number of continuing Directors is reduced below the quorum fixed by the Act for a meeting of the Board of Directors, the Directors may act for the purpose of increasing the number of Directors to that fixed for a quorum or of summoning a general meeting and for no other purpose.

*Directors may act notwithstanding vacancy*

### **PROCEEDINGS OF THE BOARD**

111. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
112. The participation of Directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or any other mode, as may be prescribed by the Act or Rules.
113. The Quorum for a meeting of the Board shall be as provided in the Act. Where a meeting of the Board could not be held for want of quorum, then, the meeting shall automatically stand adjourned to the same day at the same time and place in the next week or if that day is a national holiday, till the next succeeding day, which is not a national holiday, or to such other day and at such other time and place as the Board may determine.
114. The Chairperson or any one Director may, or the company secretary or some other person authorised by the Board, upon the request of a Director shall, on the direction of the Chairperson or in his absence, the Whole-time Director, where there is any, at any time, summon a meeting of the Board.
115. The Chairman of the Board shall conduct the Meetings of the Board. If no chairperson is elected or if at any meeting, the chairperson is not present within 15 (fifteen) minutes of the time appointed for holding the same, the Directors present shall choose one of themselves to be chairperson of such meeting.
116. The same individual may, at the same time, be appointed or reappointed as the Chairperson of the Company as well as the Managing Director and/ or Chief Executive Officer in the Company.
117. Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes, and in case of an equality of votes, the chairperson of the Board shall have a second or casting vote.
118. Subject to the restrictions contained in the Act, the Board may delegate any of its powers to committees of the Board consisting of such member or members of its body as the Board thinks fit or such person(s) as permitted by the Act or the Rules, and the Board may from time to time, revoke such delegation and discharge any such committee of the Board or such other person(s) either wholly or in part, and either as to persons or purposes; but every committee of the Board so formed or such other person(s) shall in the exercise of the powers so delegated conform to the regulations 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 fulfilment of the purposes of their appointment, but not otherwise, shall have the like, force and effect as if done by the Board. The participation of the members of the Committee may be either in person or through video conferencing or audio visual means or any other mode, as may be prescribed by the Rules or permitted under law.

*Meetings of Directors*

*Participation through Electronic Mode*

*Quorum*

*Meetings how convened*

*Chairperson*

*Same individual may be Chairperson and Managing Director/Chief Executive Officer*

*Decisions at Board meetings*

*Directors may delegate to Board Committees/person(s)*

- Meetings of committees*
119. a) A committee may elect a chairperson of its meetings unless the Board whilst constituting a Committee, has appointed the Chairperson of the Committee. If no chairperson is elected, or if at any meeting the chairperson is not present within 15 (fifteen) minutes after the time appointed for holding the meeting, the members present may choose one of their members to be chairperson of the meeting.
- b) A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in case of an equality of votes, the chairperson shall have a casting vote.
- c) Subject to the provisions of the applicable laws, the quorum for meetings of Committees of the Board would be such as may be decided by the Board, whilst constituting a Committee.
- Passing of resolution by circulation*
120. Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.
- Acts of Board or Committee shall be valid notwithstanding defect in appointment*
121. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may afterwards be discovered that there was some defect in the appointment or continuance in the office of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such person had been duly appointed and had duly continued in office and was qualified to be a director and entitled to vote.
- POWERS OF BOARD**
- General powers of the Company vested in Board*
122. The management of the business of the Company shall be vested in the Board and the Board may, subject to the requirements of applicable laws, exercise all such powers, and do all such acts and things, as the Company is by its Memorandum of Association or Articles or otherwise authorized to exercise or do.
- Execution of negotiable instruments*
123. All cheques, promissory notes, drafts, hundies, bills of exchange, and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
- Borrowing Powers*
124. Subject to the provisions of these Articles, the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property (both present and future) and uncalled capital; or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligations of the Company or of any third party.
- Statutory Registers*
125. The Company shall subject to the provisions of the Act and the Rules, keep and maintain at its Office or such other places as the Board may, decide, the statutory registers including register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of Beneficial Owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return

shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days by the persons entitled thereto on payment, where applicable, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

126. a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit with respect to the keeping of any such register. *Foreign register*
- b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.
127. No member or other person (not being a director) shall be entitled to visit or inspect any works or premises of the Company without the prior written consent of the Directors, key managerial personnel or such other senior executives, as may be prescribed. *Secrecy*
128. Subject to the provisions of the Act,— *Chief Executive Officer, Manager, Chief Financial Officer and Company Secretary*
- (i) A Chief Executive Officer, Manager, Chief Financial Officer and Company Secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Chief Executive Officer, Manager, Chief Financial Officer and Company Secretary so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.
- (ii) A director may be appointed as Chief Executive Officer, Manager, Chief Financial Officer or Company Secretary.

A provision of the Act or these regulations requiring or authorising a thing to be done by a Director and Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer shall not be satisfied by its being done by the same person acting both as director and as, or in place of, Chief Executive Officer, Manager, Chief Financial Officer or Company Secretary.

#### **THE SEAL**

129. a) The Board at its option can provide a Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute or not 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 or under the authority of the Board or a Committee of Board previously given and every deed or other instrument to which the Seal of the Company is required to be affixed shall, be affixed in the presence of at least one Director or manager or the Company Secretary or such other person as the Board/Committee of the Board may appoint for the purpose, who shall sign every instrument to which the Seal is so affixed in his presence; *The Seal, its custody and use*
- b) The Company shall also be at liberty to have an Official Seal in accordance with the provisions of the Act, for use in any territory, district or place outside India and such power shall accordingly be vested in the Board or by or under the authority of the Board granted, in favour of any person appointed for the purpose in that territory, district or place outside India;

- c) On the Seal being destroyed and not substituted by a new Seal or if authorized by the Act or amendment thereto, in lieu of the affixation of the Seal, any deed, document or instrument to which the Seal of the Company is required to be affixed under this clause shall be signed by (i) two directors or (ii) by a director and the Company Secretary, wherever the Company has appointed a Company Secretary or (iii) in any other manner as may be permitted by the Act;
- d) A Director may sign a share certificate by affixing signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography but not by means of rubber stamp.

## DIVIDENDS AND RESERVES

- |  |  |
|--|--|
| <i>Declaration of dividends</i>                                | 130. The Company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board, but the Company in general meeting may declare a lesser dividend.  |
| <i>Interim dividends</i>                                       | 131. The Board may, from time to time, pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company subject to the requirements of the Act and the Rules.  |
| <i>Dividends only out of profits and not to carry interest</i> | 132. No dividend shall be payable except out of profits of the Company for the year or any other undistributed profits and no dividend shall carry interest against the Company.   |
| <i>Dividends according to paid up capital</i>                  | 133. a) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.<br><br>b) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.<br><br>c) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly. |
| <i>Reserve funds</i>   | 134. a) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.<br><br>b) The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve.  |
| <i>Deduction of debts due to the Company</i>                   | 135. The Board may deduct any dividend or other moneys payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.  |

136. Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant or demand draft/pay order sent through the post or by courier or any other means directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. *Payment by warrant*

Every cheque or warrant shall be made payable to the order of the person to whom it is sent.

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

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

### **CAPITALIZATION OF PROFITS**

138. (1) The Company by a resolution passed in general meeting may, upon the recommendation of the Board, resolve: *Capitalization*
- (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) hereof amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportion.
- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in clause (3) hereunder, either in or towards:-
- (i) paying up any amounts for the time being unpaid on any shares held by such members respectively.
  - (ii) paying up in full unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportion aforesaid; or
  - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).
- (3) A securities premium account and a capital redemption reserve fund or any other permissible reserve account(s) may, for the purpose of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
- (4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

*Board's powers on capitalization*

139. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall:-
- (a) make all appropriations and applications of the amounts resolved to be capitalized thereby, and all allotments and issues of fully paid shares or other securities, if any; and
  - (b) generally do all acts and things required to give effect thereto.

### **ACCOUNTS**

*Directors to keep accounts*

140. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being directors.

*Inspection of accounts and books*

141. No member (not being a Director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.

### **WINDING-UP**

*Winding-up*

142. Subject to the applicable provisions of the Act and the Rules made thereunder -
- a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
  - b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
  - c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

### **INDEMNITY AND INSURANCE**

*Directors and Officers right to Indemnity*

143. a) Subject to the provisions of the Act, every Director, Managing Director, Whole-Time Director, Manager, Chief Financial Officer, Company Secretary and any other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, chief financial officer, company secretary and any other officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director, Manager, Chief Financial Officer, Company Secretary or officer or in any way in the discharge of his duties in such capacity including expenses.
- b) Subject as aforesaid, every Director, Managing Director, Manager, Chief Financial Officer, Company Secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.



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

145. Subject to the provisions of the Act, no Director, Managing Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Directors or Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty. *Directors and other officers not responsible for acts of others*

An Independent Director, and a non-executive director not being a promoter or a Key Managerial Personnel, shall be liable only in respect of acts of omission or commission, by the Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he has not acted diligently.

#### **GENERAL POWERS**

146. Wherever in the Act, the Rules or other applicable laws, it has been provided that the Company shall have any right privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its Articles, then and in that case, this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transaction as have been permitted by the Act, without there being any specific Article in that behalf herein provided. *General Powers*

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

Name, Father's Name, Address and Occupation of subscribers	Number of equity shares taken by each subscriber	Signature of the subscribers	Signature & Address of the witnesses
1. Sh. Chandra Mohan, S/o Late Sh. Seth Ram Gupta, 202, Sector 36-A, Chandigarh.	10	Sd/	Sd/- Ashok Verma S/o Sh. Kundan Lal, H. No. 1781, Sector 7-C, Chandigarh - 160 019
2. Sh. Gursharan Singh Rihal, S/o Sh. Amar Singh Rihal, R/o 150, Sector 11-A, Chandigarh. Service	10	Sd/	
3. Sh. Balbir Singh Devgun, S/o S. Prem Singh, R/o 1218, Sector 43, Chandigarh. Service	10	Sd/	
4. Sh. P. Sivaram, S/o Sh. R. Padmanabham, R/o 1230, Sector 19-B, Chandigarh. Service	10	Sd/	
5. Sh. Ram Lubhaya, S/o Sh. Jagu Ram, H. No. 1602, Sector 18-D, Chandigarh. Service	10	Sd/	
6. Sh. Gopal Bansal, S/o Sh. Ram Chander, H. No. 3309, Sector 15-D, Chandigarh. Service	10	Sd/	
7. Sh. Manvinder Saraon, S/o J.S. Saraon, H. No. 1565, Sector 33-D, Chandigarh. Service	10	Sd/	

Place: CHANDIGARH



