



**MEMORANDUM AND ARTICLES
OF
ASSOCIATION
OF
SOLAR INDUSTRIES INDIA LIMITED**



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Mumbai

Everest , 100, Marine Drive, null, Mumbai, Maharashtra, INDIA, 400002

Corporate Identity Number : L74999MH1995PLC085878.

SECTION 13(1) OF THE COMPANIES ACT, 2013

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

The share holders of M/s Solar Industries India Limited having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 03/10/2015 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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

Given under my hand at Mumbai this Twenty Sixth day of October Two Thousand Fifteen.



T PANDIAN
Registrar of Companies
Registrar of Companies
Mumbai

Mailing Address as per record available in Registrar of Companies office:
Solar Industries India Limited
11, ZADE LAYOUT, BHARAT NAGAR, NAGPUR., NAGPUR - 440002,
Maharashtra, INDIA





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Mumbai

Everest , 100, Marine Drive, null, Mumbai, Maharashtra, INDIA, 400002

Corporate Identity Number : L74999MH1995PLC085878.

SECTION 13(1) OF THE COMPANIES ACT, 2013

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

The share holders of M/s Solar Industries India Limited having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 04/08/2014 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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

Given under my hand at Mumbai this Eleventh day of August Two Thousand Fourteen.



ANURADHA BHASKAR ATHAVALE
Deputy Registrar of Companies
Registrar of Companies
Mumbai

Mailing Address as per record available in Registrar of Companies office:
Solar Industries India Limited
11, ZADE LAYOUT, BHARAT NAGAR, NAGPUR., NAGPUR - 440002,
Maharashtra, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L74999MH1995PLC085878

मैसर्स Solar Industries India Limited

के अंशधारकों ने दिनांक 27/10/2009 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

• मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

मेरे हस्ताक्षर द्वारा मुंबई में यह प्रमाण-पत्र, आज दिनांक तीन दिसम्बर दो हजार नौ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

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

Corporate Identity Number : L74999MH1995PLC085878

The share holders of M/s Solar Industries India Limited having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 27/10/2009 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

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

Given under my hand at Mumbai this Third day of December Two Thousand Nine.



(SHRIRAM MOTIRAM SAINDANE)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies
महाराष्ट्र, मुंबई
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:
Solar Industries India Limited
11, ZADE LAYOUT, BHARAT NAGAR, NAGPUR., NAGPUR - 440002,
Maharashtra, INDIA

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L74999MH1995PLC085878

वैसर्स Solar Industries India Limited

के अंशधारकों ने दिनांक 31/07/2009 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा स्थापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

मेरे हस्ताक्षर द्वारा मुंबई में यह प्रमाण-पत्र, आज दिनांक आठ सितम्बर दो हजार नौ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

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

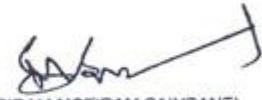
Corporate Identity Number : L74999MH1995PLC085878

The share holders of M/s Solar Industries India Limited having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 31/07/2009 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

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

Given under my hand at Mumbai this Eighth day of September Two Thousand Nine.





(SHRIRAM MOTIRAM SAINDANE)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

महाराष्ट्र, मुंबई
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अधिलेख में उपलब्ध पता का पता :
Mailing Address as per record available in Registrar of Companies office:
Solar Industries India Limited
11, ZADE LAYOUT, BHARAT NAGAR, NAGPUR., NAGPUR - 440002,
Maharashtra, INDIA

कॉर्पोरेट पहचान संख्या : L74999MH1995PLC085878

मैसर्स SOLAR EXPLOSIVES LIMITED

के मांमते में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
SOLAR EXPLOSIVES LIMITED

जो मूल रूप में दिनांक चौबीस फरवरी उन्नीस सौ पचास को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
SOLAR EXPLOSIVES LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सुचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 (अ) दिनांक 24.6.1985 एस.आर.एन. A55900683 दिनांक 17/02/2009 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
Solar Industries India Limited

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसार जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा मुंबई में आज दिनांक सत्रह फरवरी दो हजार नौ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L74999MH1995PLC085878

In the matter of M/s SOLAR EXPLOSIVES LIMITED

I hereby certify that SOLAR EXPLOSIVES LIMITED which was originally incorporated on Twenty Fourth day of February Nineteen Hundred Ninety Five under the Companies Act, 1956 (No. 1 of 1956) as SOLAR EXPLOSIVES LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A55900683 dated 17/02/2009 the name of the said company is this day changed to Solar Industries India Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand and seal at Mumbai this Seventeenth day of February Two Thousand Nine.



(MILIND VITTHALRAO CHAKRANARAYAN)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies
महाराष्ट्र, मुंबई
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

Solar Industries India Limited
11, ZADE LAYOUT, BHARAT NAGAR, NAGPUR., NAGPUR - 440002,
Maharashtra, INDIA

No. 11— 85878

(Section 18(1) of the Companies' Act, 1956)

**CERTIFICATE OF REGISTRATION OF
SPECIAL RESOLUTION PASSED FOR
ALTERATION OF OBJECTS**

M/s. SOLAR EXPLOSIVES LIMITED

having by Special Resolution passed on 28th JUNE 2002
altered the provisions of its Memorandum of Association
with respect to its objects, and a copy of the said resolution
having been filed with this office on 24th JULY 2002

I hereby certify that the Special Resolution passed on 28/06/2002
together with the printed copy of the Memorandum of
Association, as altered, has this days been registered.

Given under my hand at MUMBAI
this 31st day of JULY 2002

~~XXXXXX~~



B. Chandra
DY. (B. CHANDRA)
ASSTT/ADDL/REGISTRAR OF COMPANIES,
MAHARASHTRA, MUMBAI.



फॉर्म नं० आई० एन०
Form I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

भा०.....का सं०.....
No. 11-85878.....of 19 95.....

मैं यहाँ द्वारा प्रमाणित करता हूँ कि आज.....

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

I hereby certify that SOLAR EXPLOSIVES LIMITED,.....

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

मेरे हस्ताक्षर के भाव में..... को दिनांक.....

Given under my hand at BOMBAY this TWENTYFOURTH...

day of FEBRUARY One thousand nine hundred and NINETYFIVE



(Signature)
(T. P. SHAMI)
कम्पनी का रजिस्ट्रार

Addl. Registrar of Companies
Maharashtra

No. 11-85878



कारवार प्रारम्भ करने के लिए प्रमाण-पत्र
Certificate for Commencement of Business
कम्पनी अधिनियम, 1956 की धारा 149(3) के अन्तर्गत में
Pursuant of Section 149(3) of the Companies Act, 1956

मैं यहाँ द्वारा प्रमाणित करता हूँ कि

जो कम्पनी अधिनियम, 1956 के अधीन तारीख को निवमित की गई थी और जिसने आज विहित प्रकृत में सम्पन्न रूप से सत्यापित घोषणा कादस 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, कारवार प्रारम्भ करने की हकदार है।
I hereby certify that the **SOLAR EXPLOSIVES LIMITED**

which was incorporated under the Companies Act, 1956, on the **TWENTYFOURTH** day of **FEBRUARY** 19 **95**, 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.

मैंने इसकादस में यह तारीख को में दिया गया। **BOMBAY**

Given under my hand at this **TWENTYSEVENTH** day of **OCTOBER** one thousand nine hundred and **NINETYFIVE**

R. Vasudevan
(R. VASUDEVAN)
कम्पनीयाँ का रजिस्ट्रार
Registrar of Companies



जे.एस.सी. 10-10

प्रभो - 230 मिथिल/सु - भागमेटक - (सी-71) - 14-7-88-5,000.
MGIPR - 230 मिथिल/सु - भागमेटक - (सी-71) - 14-7-88-5,000.

The Companies Act, 2013

Company Limited By Shares

**MEMORANDUM OF ASSOCIATION
OF
SOLAR INDUSTRIES INDIA LIMITED**

- I. The name of the Company is SOLAR INDUSTRIES INDIA LIMITED.
- II. The Registered office of the Company will be situated in the State of Maharashtra.
- III. The objects for which the company is established are :
 - (A) **The main objects of the company to be pursued by the company on its incorporation are:**

I To produce, manufacture, buy, import, sell, transport, distribute, export, deal in and dispose of all kind of explosives and accessories.

*I-A To Purchase, sale, import, Export, Distribute, Transport, Deal in and dispose of all kinds of material that are either major raw material or component and ancillary material or packing material or any other material that becomes the part and parcel of explosives and accessories.

**Inserted vide special Resolution passed in Extra ordinary General Meeting dated 28th June 2002.*

- *1B. To undertake production of Synthesis Gas (Syngas) through Surface Coal Gasification or Underground Coal Gasification or through Coal Bed Methane extraction or from Gas Hydrate or using Natural Gas and gasification by-products. To undertake manufacture of Syngas based downstream chemicals such as Ammonia, Ammonium Nitrate, Methanol, DME, Lubricants & Other Chemicals and fertilizer, Transport and Industrial fuel, Domestic Cooking gas, Oxygen, CO₂, Fuel Cell, Power generation and any other products produce from Syngas and equipment and system based on Syngas.
- *1C To undertake gasification to produce Syngas based on lignite, Wood, Pet coke, Biomass, Municipal Waste, Industrial Waste; Refinery Waste, Coal Washery Waste and any other material which can be gasified.
- *1D. To carry out the business of Producing, prospecting, exploration, excavation, mining, quarrying, processing, crushing, washing, marketing, buying, selling, import, export, reselling, distribution or otherwise dealing in coal, coal based products, marble, granites, manganese, limestone, dolomite, stones, metal, refractory and other mineral based products and also to carry on the business of mining developer & operator for exploration & development of mines, mining and marketing of coal, coal products & other types of minerals.
- *1E. To carry out business of manufacturing, trading, import, export, installation, and operation of Solar systems for energy generation including Solar Photovoltaic, Solar Thermal, Solar Chimney and any other Solar based devices used in households, industry and commercial establishments.
- @1F To carry on the business of Energy Generation, transmission, distribution, Power trading based on Thermal, Hydro, Nuclear and Gas and including manufacture, trading, export, import of power related equipments and systems
- #1G To carry out the business of project execution, not limited to installation, erection and running of projects, on turn-key basis and/or out-right sale and / or Build Own Operate & Transfer [BOOT] and /or Build, Operate and Transfer and/or Build Operate Maintain [BOM] and /or on GO-CO basis for various Government, Autonomous Bodies and Private Parties for the manufacturing of Civilian and Defence Explosives including supply of raw material, components, finished product, component of machines and

equipments, items used as plant and machinery for the end customer, deployment/supply of expert manpower and to do all such acts and deeds that may be necessary and incidental for giving effect to the aforesaid object.

**Inserted vide special Resolution passed through postal ballot dated 31st July, 2009.*

@Inserted vide special Resolution passed through postal ballot dated 27th October, 2009

Inserted vide special Resolution passed through Postal ballot dated 04th August 2014.

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

2. To amalgamate with any other company or companies having objects altogether or in part similar to those of the company.
3. To promote and to be interest in and take, hold and dispose of shares in other companies for all or any of objects mentioned in this Memorandum and to transfer any such company and property of this company and to take otherwise acquire, hold and dispose of shares, debentures and other securities in any such company and to subsidies or otherwise assist any such company.
4. To pay all the costs, charges incidental to promotion, registration and establishment of the company and issue of its capital including any underwriting or other commission, brokers fees and charges in connection therewith and to remunerate (by cash or other assets, by allotment of fully or partly paid shares, or by cash or options on shares, debentures, debenture stock or securities of this or any other company or any other manner whether of this Company's capital and profits or otherwise) any person or persons for service rendered or to be rendered introducing any property or business to the company or in placing or assisting to place or guaranteeing the subscription of any shares, debentures stock or other securities of the company or for other reasons which company may think proper.

5. To guarantee the performance of contracts by members or person having dealing with the company.
6. To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the company may think necessary or convenient for the purpose of its business.
7. To apply for purchase or otherwise acquire and protect and renew and patents, rights, inventions, trademarks, designs, licenses, concessions and the like conferring an exclusive or non exclusive or limited rights to their use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired and to expend money in experimenting upon or improving any such patents, inventions.
8. To acquire and undertake the whole or any part of the business, properly of any liabilities of any person or company carrying on or proposing to carry on any business which the company is authorised to carry on, or possessed of property suitable for the purpose of the company form which can be carried on in conjunction therewith.
9. To enter into partnership or into any arrangements for sharing profits, union of interest, co-operation, joint venture or reciprocal concession, for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the company is authorised to carry on or engage in, or which can be carried on in conjunction therewith.
10. To improve, develop, grant rights or privileges in respect of, or otherwise deal with, all or any part of property and rights of the company.
11. To pay for any properties, rights or privileges acquired by the company in shares of the company or partly in shares and partly in cash or otherwise.

12. To invest and deal with the surplus money of the company in any Investments movable or immovable including shares, debentures and securities in such manner as may from time to time seem expedient and in interest of the company.
13. To take or otherwise acquire and hold shares in any other similar company as security for advance.
14. To receive moneys on deposit, on current account or otherwise with or without interest provided the company shall not carry on the business of banking as defined by the Banking Regulation Act, 1949.
15. To draw, make, accept, endorse discount, execute and issue promissory notes, bills of exchange, bills of lading warrants, debentures and other negotiable or transferable instruments.
16. To lend money to such persons and on such terms as may seem expedient and in particular to customers and others having dealings with the company and to guarantee the performance of contracts by such persons.
17. To borrow or raise money or secure the payments of moneys in such manner as the company may think fit and in particular by mortgage, legal or equitable or by the issue of bonds, perpetual or otherwise including debentures or debentured stock convertible into shares of this company on perpetual annuities otherwise charge upon all or any of the company's properties, both present and future, including its uncalled capital and to purchase, redeem or pay off such securities and to give the lender, power of sale and other powers as may seem expedient.
18. To undertake or promote scientific research related to any business or class of business in which the company is interested.

19. To take part in the formation, management, supervision or control of the business or operation of any company or undertaking charges similar objects and for that purpose to act's administrators, receivers as far as permitted by law and to appoint and remunerate any director, administrator, accountant or other expert or agent.
20. To sell, lease, mortgage, exchange, grant licenses and other rights or improve, manage, develop, and turn to account and in any other manner deal with or dispose of undertaking, investments, property, assets, rights, and effects of the company or any part thereof for such consideration as may be thought fit and in particular in any shares, stocks debentures or other securities of any other company having objects altogether or in part similar to those of the company.
21. To procure the company to be recognised in or under the laws of any place outside India and to do all acts necessary for carrying on in any foreign country any business or profession of the company.
22. To make gift or grant bonus to any persons who are/have been in the employment of the company and to provide for the welfare of the persons in the employment of the company or formerly in its employment (or its predecessors in business and the wives and families or dependents of such persons) by grants of money, pension, allowances, bonuses, profit sharing bonuses or making payments towards Insurances or by instituting a pension scheme of superannuation scheme or by establishing, supporting or aiding in the establishment of any association, institutions, funds trust, recreation, hospitals, dispensaries, gymkhanas and other institutions or societies in any other manner whatsoever.
23. To insure any of the properties, undertaking, contracts, guarantees or obligations of the company of every nature and kind in any manner whatsoever.
24. To enter into any agreement with employees for profit sharing and giving them rights to invest in the business and assets of the company, either by issued of shares to them or to trustees for them or otherwise and if thought fit to include participation in the control and management of the company's business either by conferring the rights to nominate one more directors or officers with special power or otherwise.

25. To employ agents or experts to investigate examine the conditions, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets properties of rights.
26. To dedicate, present or otherwise dispose of either voluntarily or for value any property of the company deemed to be national, public or local interest to any national trust, public body, museum, corporation or authority to any trustees for or any behalf of any of them.
27. To support, subscribe, contribute to or otherwise assist any charitable, benevolent, religious scientific, international or any other institutions, association, organisations objects or purposes or for any exhibition and without prejudice to the generally of the foregoing provisions and the furtherance thereof the company may give such aid, support assistance to such individual and bodies (incorporated or unincorporated) in such manners as the company may think in the general interest of the company including in particular :
 - (i) Grants or loans with or without interest and with or without such securities and re-payable in such installments as the Directors may think first and
 - (ii) Grants or contribution towards maintenance of and support to any individual or body.
28. To obtain any provisional order of Act of legislature forenabling the company to carry on any of its object in effect and for effecting any modifications of company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interest either single or jointly with others. The company shall not act as a trade union.
29. In the course of business to guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures stock, contracts, mortgages, charges, obligations.

CLAUSE C – OTHER OBJECTS *has been omitted to give effect to the new set of Memorandum of Association as per Companies Act, 2013 pursuant to members resolution passed at the Extra Ordinary General Meeting of the Company held on 03rd October, 2015.*

IV The liability of the members is limited.

#*V. The Share Capital of the Company is Rs.27,00,00,000 (Rupees Twenty Seven Crores) divided into in 13,50,00,000 (Thirteen crores and fifty lakhs) Equity Shares of Rs.2/- each with the rights, privileges and conditions attaching thereto as are provided by the Articles of Association of the Company for the time being with power to increase or reduce the Capital of the Company and to divide the Shares in the Capital for the time being into several classes and to attach thereto, respectively such preferential rights, privileges and conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being.

** Amended pursuant to the order passed by the Hon'ble High Court judicature at Bombay, Nagpur bench on 18th July,2008.*

Amended vide special resolution passed through Postal Ballot dated 1st July, 2016.

We, the several persons, whose names and address and descriptions are Hereunder subscribed below are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Name, Address, Description and Occupation of name	Number of equity shares taken by each address subscriber	Signature of subscriber	Signature of Witness and his address, description and occupation.
1. Satyanarayan Nuwal S/o Shri Nandlal Nuwal 37, Ramdaspath, Nagpur Occ : Business	400 (Four hundred)	Sd/-	Sd/- Satish Jagetia Satish Jagetia & Co. Chartered Accountants, 501, Sterling Chamber,
2. Kailash Chandra Nuwal S/o Shri Nandlal Nuwal 37, Ramdaspath, Nagpur Occ : Business	400 (Four hundred)	Sd/-	
3. Nandlal Nuwal S/o Shri Bodulal Nuwal 37, Ramdaspath, Nagpur Occ : Business	400 (Four hundred)	Sd/-	
4. Sohandevi Nuwal W/o Shri Nandlal Nuwal 37, Ramdaspath, Nagpur Occ : Business	400 (Four hundred)	Sd/-	

5. Indira Devi Nuwal	400	
W/o Shri Kailash Chandra Nuwal	(Four hundred)	Sd/-
37, Ramdaspath, Nagpur		
Occ : Business		
6. Manish Nuwal	400	
S/o Shri Satyanarayan Nuwal	(Four hundred)	Sd/-
37, Ramdaspath, Nagpur		
Occ : Business		
7. Leeladevi Nuwal	400	
W/o Shri Satyanarayan Nuwal	(Four hundred)	Sd/-
37, Ramdaspath, Nagpur		
Occ : Business		
Total	2800	
	(Two Thousand Eight Hundred)	

Dated : 15th February 1995

Nagpur

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)

**ARTICLES OF ASSOCIATION
OF
SOLAR INDUSTRIES INDIA LIMITED**

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Extra-Ordinary General Meeting of the Company held on 03rd October, 2015 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

TABLE 'F' EXCLUDED

- 1.** The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not 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**
- 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 deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles. **Company to be governed by these Articles**

INTERPRETATION

- 2.** 1. In these Articles —
- (a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable **"Act"**
- (b) "Articles" means these articles of association of the Company or as altered from time to time. **"Articles"**
- (c) "Board of Directors" or "Board", means the collective body of the directors of the Company. **"Board of Directors" or "Board"**
- (d) "Company" means **Solar Industries India Limited.** **"Company"**
- (e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act. **"Rules"**
- (f) "Seal" means the common seal of the Company. **"Seal"**

- (2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender. **“Number” and “Gender”**
- (3) 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. **Expressions in the Articles to bear the same meaning as in the Act**

Share Capital and Variation of Rights

3. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit. **Shares under control of Board**
4. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be. **Directors may allot shares otherwise than for cash**
5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: **Kinds of Share Capital**
- (a) Equity share capital:
 - (i) with voting rights; and / or
 - (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
 - (b) Preference share capital

Share Certificates

6. (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide - **Issue of certificate**
- (a) one certificate for all his shares without payment of any charges; or
 - (b) Several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.
- (2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon. **Certificate to bear seal**

- (3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders. **One certificate for shares held jointly**
7. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share. **Option to receive share certificate or hold shares with depository**
8. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board. **Issue of new Certificate in place of one defaced, lost or destroyed**
9. The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company. **Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc.**
10. (1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules. **Power to pay commission in connection with securities issued**
- (2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules. **Rate of commission in accordance with Rules**
- (3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other. **Mode of payment of commission**
11. (1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act. **Variation of members' rights**

- (2) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply. **Provisions as to general meetings to apply mutatis mutandis to each meeting**
- 12.** The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith. **Issue of further shares not to affect rights of existing members**
- 13.** Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act. **Power to issue redeemable preference shares**
- 14.** (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to – **Further issue of share capital**
- (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
- (b) employees under any scheme of employees' stock option; or
- (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.
- (2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules. **Mode of further issue of shares**

Lien

- 15.** (1) The company shall have a first and paramount lien- **Company's lien on Shares**
- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:
- Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- (2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company. **Lien to extend to dividends, etc.**
- (3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien. **Waiver of lien in case of registration**

- 16.** The Company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: **As to enforcing lien by sale**
 Provided that no sale shall be made -
 (a) unless a sum in respect of which the lien exists is presently payable; or
 (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.
- 17.** (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. **Validity of sale**
 (2) The purchaser shall be registered as the holder of the shares comprised in any such transfer. **Purchaser to be registered holder**
 (3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of share. **Validity of Company's receipt**
 (4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale. **Purchaser not Affected**
- 18.** (1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. **Application of proceeds of sale**
 (2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale. **Payment of residual money**
- 19.** In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim. **Outsider's lien not to affect Company's lien**
- 20.** The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company. **Provisions as to lien to apply mutatis mutandis to debentures, etc.**

Calls on shares

- | | | | |
|------------|-----|---|--|
| 21. | (1) | The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. | Board may make Calls |
| | (2) | Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares. | Notice of call |
| | (3) | The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the board may deem appropriate in any circumstances. | Board may extend time for payment |
| | (4) | A call may be revoked or postponed at the discretion of the Board. | Revocation or postponement of call |
| 22. | | A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments. | Call to take effect from date of resolution |
| 23. | | The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. | Liability of joint holders of shares |
| 24. | (1) | If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board. | When interest on call or instalment payable |
| | (2) | The Board shall be at liberty to waive payment of any such interest wholly or in part. | Board may waive interest |
| 25. | (1) | Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. | Sums deemed to be calls |
| | (2) | In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. | Effect of non-payment of sums |

26. The Board –
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.
27. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.
28. All calls shall be made on a uniform basis on all shares falling under the same class.
- Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.
29. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to 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.
30. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.
- Transfer of shares**
31. (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.
- (2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
32. The Board may, subject to the right of appeal conferred by the Act decline to register –
- Payment in anticipation of calls may carry interest**
- Installments on shares to be duly paid**
- Calls on shares of same class to be on uniform basis**
- Partial payment not to preclude forfeiture**
- Provisions as to calls to apply mutatis mutandis to debentures, etc.**
- Instrument of transfer to be executed by transferor and transferee**
- Board may refuse to register transfer**

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the Company has a lien.

- 33.** In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless – **Board may decline to recognise instrument of transfer**
- (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
- (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.
- 34.** On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: **Transfer of shares when suspended**
- Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
- 35.** The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company. **Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.**

Transmission of shares

- 36.** (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares. **Title to shares on death of a member**
- (2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. **Estate of deceased member liable**

37. (1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter Provided, elect, either –
- (a) to be registered himself as holder of the share; or
 - (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
- (3) The company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.
38. (1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
39. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:
 Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
40. The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.
- Transmission Clause**
- Board's right Unaffected**
- Indemnity to the Company**
- Right to election of holder of share**
- Manner of testifying election**
- Limitations applicable to notice**
- Claimant to be entitled to same advantage**
- Provisions as to transmission to apply mutatis mutandis to debentures, etc.**

Forfeiture of shares

- 41.** If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the company by reason of non-payment. **If call or installment not paid notice must be given**
- 42.** The notice aforesaid shall:
- (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) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited. **Form of notice**
- 43.** If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. **In default of payment of shares to be forfeited**
- 44.** Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture. **Receipt of part amount or grant of indulgence not to affect forfeiture**
- 45.** When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid. **Entry of forfeiture in register of members**
- 46.** The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share. **Effect of forfeiture**
- 47.** (1) A forfeited share shall be deemed to be the property of the company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit. **Forfeited shares may be sold, etc.**

- (2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit. **Cancellation of Forfeiture**
- 48.** (1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. **Members still liable to pay money owing at the time of forfeiture**
- (2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part. **Member still liable to pay money owing at time of forfeiture and interest**
- (3) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares. **Cesser of liability**
- 49.** (1) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share; **Certificate of Forfeiture**
- (2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of; **Title of purchaser and transferee of forfeited shares**
- (3) The transferee shall thereupon be registered as the holder of the share; and **Transferee to be registered as holder**
- (4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share. **Transferee not Affected**
- 50.** Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person. **Validity of sales**

- 51.** Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto. **Cancellation of share certificate in respect of forfeited shares**
- 52.** The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit. **Surrender of share certificates**
- 53.** The provisions of these Articles as to forfeiture shall apply in the case of 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. **Sums deemed to be calls**
- 54.** The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company. **Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc.**

Alteration of capital

- 55.** Subject to the provisions of the Act, the Company may, by ordinary resolution— **Power to alter share capital**
- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:
Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
- (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- 56.** Where shares are converted into stock: **Shares may be converted into stock**
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the

shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;

**Right of
stockholders**

(c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

57. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, -
- (a) its share capital; and/or
 - (b) any capital redemption reserve account; and/or
 - (c) any securities premium account; and/or
 - (d) any other reserve in the nature of share capital.

**Reduction of
Capital**

Joint Holders

58. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:
- (a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.

Joint-holders

**Liability of
Joint-holders**

(b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

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

(c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

**Receipt of one
sufficient**

- (d) only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders. **Delivery of certificate and giving of notice to first named holder**
- (e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. **Vote of joint-holders**
- (ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders. **Executors or administrators as joint holders**
- (f) The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names. **Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.**

Capitalisation of Profits

- 59.** (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve – **Capitalisation**
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards : **Sum how applied**
- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (B) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- (c) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).

- (3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
- (4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
- 60.** (1) Whenever such a resolution as aforesaid shall have been passed, the board shall – **Powers of the Board for capitalization**
- (a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and
- (b) generally do all acts and things required to give effect thereto.
- (2) The Board shall have power – **Board's power to issue fractional certificate/ coupon etc.**
- (a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it think 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.
- (4) Any agreement made under such authority shall be effective and binding on such members. **Agreement binding on members**

Buy-back of shares

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

General meetings

- 62.** All general meetings other than annual general meeting shall be called extraordinary general meeting. **Extraordinary general meeting**
- 63.** The Board may, whenever it thinks fit, call an extraordinary general meeting. **Powers of Board to call extraordinary general meeting**

Proceedings at general meetings

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| 64. | (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. | Presence of Quorum |
| | (2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant. | Business confined to election of Chairperson whilst chair vacant |
| | (3) The quorum for a general meeting shall be as provided in the Act. | Quorum for general meeting |
| 65. | The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company. | Chairperson of the Meetings |
| 66. | If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting. | Directors to elect a Chairperson |
| 67. | If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically, choose one of their members to be Chairperson of the meeting. | Members to elect a Chairperson |
| 68. | On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote. | Casting vote of Chairperson at general meeting |
| 69. | (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered. | Minutes of proceedings of meetings and resolutions passed by postal ballot |
| | (2) There shall not be included in the minutes any matter which, in the opinion of the chairperson of the meeting –
(a) is, or could reasonably be regarded, as defamatory of any person;
or
(b) is irrelevant or immaterial to the proceedings; or
(c) is detrimental to the interests of the Company. | Certain matters not to be included in Minutes |
| | (3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause. | Discretion of Chairperson in relation to Minutes |

- (4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. **Minutes to be evidence**
- 70.** (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**
- (a) be kept at the registered office of the company; and
- (b) be open to inspection of any member without charge, during 10.00 a.m. to 1.00 p.m on all working days other than Saturdays.
- (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: **Members may obtain copy of minutes**
- 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.
- 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**

Adjournment of meeting

- 72.** (1) The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place. **Chairperson may adjourn the meeting**
- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. **Business at adjourned meeting**
- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. **Notice of adjourned meeting**
- (4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. **Notice of adjourned meeting not required**

Voting rights

- 73.** Subject to any rights or restrictions for the time being attached to any class or classes of shares – **Entitlement to vote on show of hands and on poll**
- (a) on a show of hands, every member present in person shall have one vote; and
- (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

74. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once. **Voting through electronic means**
75. (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. **Vote of joint-Holders**
- (2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members. **Seniority of names**
76. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians. **How members non compos mentis and minor may vote**
77. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof. **Votes in respect of shares of deceased or insolvent members, etc.**
78. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. **Business may proceed pending poll**
79. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien. **Restriction on voting rights**
80. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article. **Restriction on exercise of voting rights in other cases to be void**
81. Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class. **Equal rights of Members**

Proxy

82. (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. **Member may vote in person or otherwise**

- (2) The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. **Proxies when to be Deposited**
- 83.** An instrument appointing a proxy shall be in the form as prescribed in the Rules. **Form of proxy**
- 84.** A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used. **Proxy to be valid notwithstanding death of the principal**
- Board of Directors**
- 85.** Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (Fifteen). **Board of Directors**
- 86.** (1) Shri Satyanarayan Nuwal, being Chairman & Shri Anil Kumar Jain, being Factory Occupier as per Factories Act, 1948 shall be a director not liable to retire by rotation. The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation. **Directors not liable to retire by rotation**
- (2) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or chief Executive officer of the company. **Same individual may be Chairperson and Managing Director/ Chief Executive officer**
- 87.** (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. **Remuneration of Directors**
- (2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting. **Remuneration to require members' consent**
- (3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them – **Travelling and other expenses**
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or

(b) in connection with the business of the Company.

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| 88. | All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case maybe, by such person and in such manner as the Board shall from time to time by resolution determine. | Execution of negotiable instruments |
| 89. | <p>(1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.</p> <p>(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.</p> | <p>Appointment of additional directors</p> <p>Appointment of additional director</p> |
| 90. | <p>(1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.</p> <p>(2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.</p> <p>(3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.</p> | <p>Appointment of alternate director</p> <p>Duration of office of alternate Director</p> <p>Re-appointment provisions applicable to Original Director</p> |
| 91. | <p>(1) If the office of any director appointed by the company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.</p> <p>(2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.</p> | <p>Appointment of director to fill a casual vacancy</p> <p>Duration of office of Director appointed to fill casual vacancy</p> |

Powers of Board

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| 92. | The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided | General powers of the Company vested in Board |
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that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

Borrowing Power

- 93.** Subject to the provisions of Section 58A, 292 and 293 of the Act and of the Companies (Acceptance of Deposits) Rules, 1975 and of these Articles or any statutory modification thereof for the time being in force the Board may, from time to time at its discretion by a resolution passed at a meeting of the Board, accept deposits from Members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the purpose of the company. Provided the payment of any sum or sums of money for the purpose of the Company. Provided however where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans to be obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its, free reserves (not being reserves set apart for any specific purpose) the Board of Directors shall not borrow such money without the sanction of the Company in General Meeting. No Debt incurred by the Company in excess of the limit imposed by these Articles shall be valid or effectual unless the lender proves that he advances the loan in good faith and without knowledge that the limit imposed by this Article had been exceeded.
- Payment or repayment of moneys borrowed**
- Bonds, Debentures, etc. to be subject to control of Directors**
- 94.** Subject to the provisions of Article 98 hereof, the payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit., and in particular by a resolution passed at a Meeting of the Board by the issue of debentures or debenture-stock of the Company, charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being and debentures, debentures-stock and other securities may be made assignable free from any equities between the Company and person to whom the same may be issued.
- Terms of issue of Debenture**
- 95.** Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company shall be under the control of the Directors who may issue them upon such terms and condition and in such manner and for such consideration as they shall consider to be for the benefit of the Company.
- Section 117 to 123 to apply**
- 96.** Subject to the provisions of any law, any debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and may be issued on the condition that they shall be convertible into shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meeting, appointment of Directors and otherwise. Where the terms of issue of Debentures or loans includes as option to the holder to convert such debentures or loans into shares of the Company or to subscribe for shares in the Company shall comply with the provisions to Section 81 (3) of the Act.
- Register of mortgage etc. to be kept**
- 97.** Any debenture or debenture-stock issued by the Company shall be subject to

the provisions of Sections 117 to 123 (both inclusive) and other applicable provisions of the Act or of any statutory modification hereof for the time being.

- 98.** The Board shall cause a proper Register to be kept in accordance with the provisions of Section 143 of the Act of all mortgages, debentures and charged specifically affecting the property of the Company and shall cause the requirements of Section 118, 125 and 127 to 144 of the Act in that behalf to be duly complied with, (within the time prescribed by the said section or such extension thereof as may be permitted by the Company Law Board or the Court or the Registrar of Companies as the case may be) so far as they feel to be complied with by the Board.
- Register of mortgage etc. to be kept**
- 99.** If any uncalled up capital of the Company is included in or charged by any mortgage or other security, the Directors shall, subject to the provisions of the Act and these Articles, make calls on the Members in respect of such uncalled up capital in trust for the person in whose favor such mortgage or security is executed or if permitted by the Act, may by instrument under the seal authorize the person in whose favor such mortgage or security is executed or any other person in trust for him to make calls on the Members in respect of such uncalled up capital and the provisions hereinbefore contained in regard to calls shall mutants mutandis apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either to the exclusion or the Director's power or otherwise and shall be assignable if expressed so to be.
- Mortgage of un called up capital**
- Indemnity may be given**
- 101.** The Directors or any of them may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon, and shall be entitled to receive such payment as consideration for the giving of any such guarantee as may be determined by the Directors with power to them to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or charge on the undertaking of the company or upon any of its property or assets or otherwise. If the Directors or any of them or any other persons, shall become personally liable for the payment of any sum primarily due from the company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.
- Register and Index of Debenture holders**
- 102** The Company shall, if at any time, issues debentures, keep a Register and Index of Debenture-holders in accordance with Section 152 and 157 of the Act. The Company shall have the power to keep in any state or country outside India a bran

Proceedings of the Board

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| 103. | (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. | When meeting to be convened |
| | (2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board. | Who may summon Board meeting |
| | (3) The quorum for a Board meeting shall be as provided in the Act. | Quorum for Board Meetings |
| | (4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. | Participation at Board meetings |
| 104. | (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. | Questions at Board meeting how decided |
| | (2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. | Casting vote of Chairperson at Board meeting |
| 105. | The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose. | Directors not to act when number falls below minimum |
| 106. | (1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. | Who to preside at meetings of the Board |
| | (2) If no such Chairperson is elected, or if at any meeting the chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting. | Directors to elect a Chairperson |
| 107. | (1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit. | Delegation of Powers |
| | (2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. | Committee to conform to Board regulations |
| | (3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. | Participation at Committee meetings |

- 108.** (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee. **Chairperson of Committee**
- (2) If no such Chairperson is elected, or if at any meeting the chairperson is not present within 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. **Who to preside at meetings of Committee**
- 109.** (1) A committee may meet and adjourn as it thinks fit. **Committee to meet**
- (2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present. **Questions at Committee meeting how decided**
- 110.** All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director. **Acts of Board or Committee valid notwithstanding defect of appointment**
- 111.** Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held. **Passing of resolution by circulation**

Chief Executive officer, Manager, Company Secretary and Chief Financial Officer

- 112.** (a) Subject to the provisions of the Act,- **Chief Executive officer, etc.**
- A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any chief financial officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses. **Director may be chief executive officer, etc.**
- (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

Registers

- 113.** The company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules. **Statutory registers**
- 114.** (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register. **Foreign register**
- (b) The foreign register shall be open for inspection and may be closed, and extracts may be taken there from and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

The Seal

- 115.** (1) The Board shall provide for the safe custody of the seal. **The seal, its custody and use**
- (2) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence. **Affixation of seal**

Dividends and Reserve

- 116.** The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend. **Company in general meeting may declare dividends**
- 117.** Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit. **Interim dividends**

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

- (3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made. **Discharge to Company**
- 122.** Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share. **Receipt of one holder sufficient**
- 123.** No dividend shall bear interest against the Company. **No interest on Dividends**
- 124.** The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board. **Waiver of Dividends**

Accounts

- 125.** (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. **Inspection by Directors**
- (2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. **Restriction on inspection by members**

Winding up

- 126.** Subject to the applicable provisions of the Act and the Rules made thereunder- **Winding up of Company**
- (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

127. Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and 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, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses. **Directors and officers right to Indemnity**

Subject as aforesaid, every director, managing director, manager, company secretary or other of the company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court. **Insurance**

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

General Power

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

We, the several persons, whose names, addresses, descriptions and occupation are hereunder subscribed, 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 to our respective name.

Name, Address, Description And Occupation of Subscribers	Signature of Subscriber	Signature of witness, and his name, address, Description And Occupation
1. Satyanarayan Nuwal S/o Shri Nandlal Nuwal 37, Ramdaspath, Nagpur Occ: Business	Sd/-	
2. Kailash Chandra Nuwal S/o Shri Nandlal Nuwal 37, Ramdaspath, Nagpur Occ: Business	Sd/-	
3. Nandlal Nuwal S/o Shri Bodulal Nuwal 37, Ramdaspath, Nagpur Occ: Business	Sd/-	
4. Sohan Devi Nuwal W/o Shri Nandlal Nuwal 37, Ramdaspath, Nagpur Occ: Business	Sd/-	
5. Indira Devi Nuwal W/o Shri Kailash Chandra Nuwal 37, Ramdaspath, Nagpur Occ: Business	Sd/-	Sd/- Satish Jagetia Satish Jagetia & Co., Chartered Accountants 501, Sterling Chamber Poona Street, Bombay 400 009
6. Manish Nuwal S/o Shri Satyanarayan Nuwal 37, Ramdaspath, Nagpur Occ: Business	Sd/-	
7. Leela Devi Nuwal W/o Shri Satyanarayan Nuwal 37, Ramdaspath, Nagpur Occ: Business	Sd/-	

Place : Nagpur

Date : 15th February 1995