

**COMPANIES ACT, 2013**  
**(18 OF 2013) COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**NAVA BHARAT VENTURES LIMITED**

**PRELIMINARY**

These Articles of Association were proposed in substitution for and to the entire exclusion of the earlier regulations comprised in the extant Articles of Association of the Company for consideration by members at the AGM to be held on 27-08-2015.

**TABLE "F" NOT APPLICABLE**

1. Save as reproduced herein, the regulations contained in Table F in the first schedule to the Companies Act, 2013 shall not apply to the Company.

**DEFINITIONS**

2. The provisions of the Companies Act, 2013, and/or any statutory modifications thereof at any time shall apply to the Company. Where, in the construction or interpretation of any of the following regulations, it is found that the same are inconsistent or repugnant to the provisions of the aforesaid Act, the provisions of the Companies Act, 2013, with any statutory modifications thereof shall prevail.

The marginal notes hereto shall not affect the construction hereof, in these presents, unless there is something in the subject or context inconsistent therewith.

Words and expressions contained in these regulations shall bear the same meaning as in the Companies Act, or any statutory modification thereof.

"Act" means the Companies Act, 2013 or any statutory modifications or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable Sections 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.

“Board” Means Board of Directors of the Company.

“Beneficial Owner” means the beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.

“Depository” shall mean a Depository as defined under clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996.

Depositories Act, 1996 shall include any statutory modification or re-enactment thereof.

“Executor” or “Administrator” means a person who has obtained probate or Letters of Administration, as the case may be, from a Court of competent Jurisdiction in India and shall include an Executor or Administrator or the holder of a certificate, appointed or granted by such competent Court and authorized to negotiate or transfer the shares of the deceased member.

“In writing” or “Written” means and includes words printed, lithographed, represented or reproduced in any mode in a visible form.

“Members” means the duly registered holders, from time to time of the shares of the Company and includes the subscribers to the Memorandum of Association and the beneficial Owner(s) as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.

“Month” means English Calendar month.

“Rules” mean the applicable Rules for the time being in force as prescribed under relevant Sections of the Act.

“The Company” means “NAVA BHARAT VENTURES LIMITED”.

“The Directors” means the Directors for the time being of the Company and includes alternate Directors.

“The Proxy” includes Attorney duly constituted under a power of Attorney.

“The Register” means the Register of Members to be kept pursuant to the Act.

“The Registrar” means the Registrar of Companies, Ministry of Corporate Affairs (MCA), Govt. of India.

“Year” means English Calendar year.

Words importing the singular number include the plural and vice versa.

Words importing person include corporation; words importing the masculine gender shall include the feminine gender and vice versa.

## **SHARE CAPITAL AND ISSUE OF SHARES**

### **Authorised Share Capital**

3. The Authorised Share Capital of the Company is ₹ 50,00,00,000/- (Rupees fifty crores) divided into 25,00,00,000 (Twenty five crore) Equity Shares of ₹ 2/- (Rupees two) each amounting to ₹ 50,00,00,000/- (Rupees fifty crores) with rights, privileges and conditions attached thereto as are provided by the regulations of the Company for the time being, with power to increase and reduce the Capital of the Company into several classes and attach thereto respectively, subject to the laws for the time being in force, such rights, privileges or conditions as may be determined by or in accordance with regulations of the Company and to vary, modify, abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.
  - (a) Notwithstanding anything contained in any other Article, but subject to the provisions of the Companies Act, 2013 or any statutory modification or reenactment thereof, the Company may from time to time and at any time issue, at par or at premium to any person(s)/public as it may deem proper, shares, whether Equity, Preference, or Debentures or any other class or any other Financial Instruments or Securities, by whatever name called, with without voting rights and the Shares/Instruments/Securities so issued may carry rights as to voting, dividend, capital or otherwise which may be disproportionate to the rights attached to the other Shares or Securities of the Company. As regards any issue to the public and all allotments, from time to time made, the Board shall duly comply with the applicable provisions of the Act.
  - (b) Subject to the provisions of the Companies Act, 2013 or any statutory modification or re-enactment thereof, the Company may from time to time and at any time, issue to any person by private placement or on preferential

basis or to the existing shareholders, or on rights basis, for cash or otherwise as it may deem proper, the equity shares, any other class of shares, any other financial instruments, securities, convertible options, convertible warrants, convertible debentures or any other securities by whatever name called and the equity shares / instruments / securities so issued may carry rights as to voting, dividend, capital, or otherwise which shall become pari passu with the existing equity shares on the issue of equity shares or on the conversion of any convertible securities into equity shares of the Company.

- (c) 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.
- (d) Subject to the provisions of the Companies Act, 2013 and these Articles, the shares shall be under the control of the Board of Directors, who may issue, allot or otherwise dispose of the same to such persons, on such terms and conditions, and either at a premium or at par and at such times as the Board thinks fit. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in General Meeting and where at any time it is proposed to increase the subscribed capital of the Company by the issue of new shares then, subject to the provisions of Section 62 of the Act the Board shall issue shares in the manner provided therein.

#### **Redeemable/Convertible Preference Shares**

- 4. 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 into equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.

#### **Sweat Equity shares**

- 5. The Company may issue sweat equity shares of a class of shares already issued subject to the provisions of Section 54 and other applicable provisions of the Act and Rules made there under.

#### **Further issue of same class of shares**

- 6. The Board may at any time increase the subscribed capital of the Company by issue of new shares, at par or at premium, out of the unissued part of the Share Capital in the original or subsequently created capital, but subject to Section 62 of the Act and subject to the following conditions namely:
  - 1.
    - a) Such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date.
    - b) The offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than Fifteen days (15) and not more than Thirty days (30), from the date of the offer within which the offer, if not accepted, will be deemed to have been declined.
    - c) Unless the Board otherwise decides, the offer aforesaid 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 and the notice referred to in clause (b) shall contain a statement of this right.
    - d) After the expiry of the time specified in the notice aforesaid, or in respect of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as it thinks most beneficial to the Company.
  - 2. The Board may issue shares or options or share based employee benefits to the employees under a scheme of Employee Stock Option (ESO) subject to Special resolution passed by the Company in General Meeting in accordance with the Act, Rules and SEBI Regulations.

#### **Issue of shares otherwise than for cash**

- 7. Board may issue and allot shares in the capital of the Company as payment or part payment for any property sold or goods transferred or machinery or appliances supplied or for services rendered or to be rendered to the Company in or about the formation or promotion of the Company or the acquisition or conduct of its business and shares may be so allotted as fully paid-up shares, and if so issued, shall be deemed to be fully paid-up shares.

### **Variation of shareholders' rights**

8. Subject to Section 48 of the Act and Rules made thereunder, where a share capital of the Company is divided into different classes of shares, the rights attached to the shares of any class may be varied with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or by means of a Special Resolution passed at a separate meeting of the holders of the issued shares of that class,—

Provided that if variation by one class of shareholders affects the rights of any other class of shareholders, the consent of three-fourths of such other class of shareholders shall also be obtained and the provisions of this Article shall apply to such variation.

### **Address of Shareholders**

9. Every shareholder shall name to the Company a place in India to be registered as his address, and such address shall, for all purposes, be deemed his place of residence.

Shares may be registered in the name of any person, the joint holders or any limited company, but not in the name of a minor, nor shall more than three persons be registered as joint-holders of any share.

### **Trusts**

Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

### **Commission**

10. Subject to the provisions of the Act, the Company may, at any time, pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debenture or debenture-stock in the Company, or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares, debenture or debenture stock in the Company.

The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.

### **CERTIFICATES**

11. Every person whose name is entered as a member in the register of members shall be entitled to receive within one month after allotment or one month after the application for the registration of the transfer of any share (or within such other period as the conditions of issue shall provide):

- a) One certificate for all his shares of each class without payment, or
- b) Several certificates, each for one or more of such shares, upon payment for every certificate after the first, the sum as the Board may determine. The expression "transfer" for the purpose of this article means a transfer duly stamped & otherwise valid and does not include any transfer which the Company is for any reason entitled to refuse to register and does not register.

### **Signature on Certificates**

12. Every Share Certificate shall be issued under the Common Seal of the Company and shall be signed by (i) two Directors, (ii) a Secretary or any other person authorised for the purpose by the Board of Directors. Every Certificate shall specify the shares to which it relates and the amount paid up thereon.

### **One Certificate for joint Shareholder**

13. 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 shares to one of several joint-holders shall be sufficient delivery to all such holders.

### **Renewal of Certificates**

14. If any certificate be worn out or defaced, or if there is no further cage on the back thereof for the endorsements of transfer, then upon production thereof to the Board, they may order the same to be cancelled and may issue a new

certificate in lieu thereof and if any certificate is proved to have been lost or destroyed, then upon proof thereof to the satisfaction and on such indemnity, as the Board deems adequate being given, a new certificate in lieu thereof may be given to the party entitled to such lost or destroyed certificate.

#### **Splitting and consolidation of share certificate**

15. The shares of the Company will be split-up/consolidated in the following circumstances:
- i. At the request of the member/s to split-up of shares.
  - ii. At the request of the member/s for consolidation of fraction shares.

#### **Fee for new Certificate**

16. The out of pocket expenses incurred by the Company in investigation for evidence and the advertisement cost or such less sum as the Board may determine shall be paid to the Company for every such new certificate and the like fee shall be payable in respect of each sub-division of certificates. Provided that no fee shall be charged for sub-division or consolidation of certificates into lots of the market unit or for issue of new certificates in replacement of those which are old, decrepit or worn out or where cages on the reverse for the endorsements for transfer have been fully utilized.

#### **Buy-back of shares**

17. Subject to the provisions of Section 67, 68, 69, 70 and other applicable provisions of the Act and Rules made thereunder and such other approvals as may be required under any other law, the Company may purchase its own shares or other specified securities (hereinafter referred to as buy-back) out of—
- a) its free reserves;
  - b) the securities premium account; or
  - c) the proceeds of the issue of any shares or other specified securities:

#### **Lending for purchase of own shares**

18. Subject to Section 67 of the Act and Rules made thereunder and also subject to the Regulations of Securities Exchange Board of India in that regard, the Company may :-
- a) make provision of money in accordance with any scheme approved by the Company through Special Resolution, for the purchase of, or subscription for, fully paid-up shares in the Company if the purchase of, or the subscription for, the shares are held by trustees for the benefit of the employees or such shares are held by the employee of the Company or for implementing any General Employee Benefit or Welfare Schemes;
  - b) give loans to persons in the employment of the Company other than its directors or key managerial personnel, for an amount not exceeding their salary or wages for a period of six months with a view to enabling them to purchase or subscribe for fully paid-up shares in the Company to be held by them by way of beneficial ownership.

Provided that disclosures in respect of voting rights not exercised directly by the employees in respect of shares to which the scheme relates shall be made in the Board's report in prescribed manner.

#### **Calls on Shares**

19. Subject to the provisions of Section 49 of the Act, the Board of Directors may by a resolution passed at a meeting of the Board from time to time, subject to any terms on which any shares may have been issued, make such calls as they think fit upon the shareholders in respect of all moneys unpaid on the shares held by them respectively, and each member shall pay the amount of every call so made on him to the persons and at the time and place appointed by the Board. A call may be made payable by installments.

**When call deemed to have been made:** A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorising such call was passed.

**Length of Notice of Call:** At least fourteen clear days' notice of any call shall be given by the Company (either by letter to the members or by advertisement) specifying the time and place of payment, and to whom such sum shall be paid.

**Time for payment of call:** No call shall be payable at less than one month from the date fixed for the payment of the last preceding call. A call may be revoked or postponed at the discretion of the Board.

#### **Notice of call amount payable at fixed times or by installments payable as calls**

20. a) If by the terms of issue of any share or otherwise any amount is made payable on allotment or at any fixed time or by installments at fixed times, whether on account of the nominal amount of the share or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Board and of which due notice had been given, and all the provisions herein contained in respect of calls shall apply to such amount or installment, accordingly.
- b) In the case of non-payment of such sum all the relevant provisions of these Articles pertaining 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.

#### **When interest on call or installment payable**

21. If the sum payable in respect of any call or installment be not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the installment shall be due shall pay interest for the same at the rate of 18 percent per annum or at such rate as the Board may determine from time to time from the day appointed for the payment thereof to the time of actual payment. The Board shall be at liberty to waive payment of any such interest, wholly or in part.

#### **Liability of joint holder of shares**

22. The joint-holders of a share shall be severally as well as jointly liable for the payment of all installments and calls and interest on installments and calls due in respect of such shares.

#### **Company to accept unpaid amount, although not called up**

23. i. The Company may accept from any member, the whole or a part of the amount remaining unpaid on any shares held by him, even if no part of that amount has been called up.
- ii. A member shall not be entitled to any voting rights in respect of the amount paid by him under sub-Article (i) until that amount has been called up.

### **FORFEITURE & LIEN**

#### **If call or installment not paid, notice to be given**

24. a) If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
- b) The notice aforesaid shall—
  - i. name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
  - ii. state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

#### **If notice not complied with, shares may be forfeited**

25. 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.
  - (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
  - (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

#### **Arrears to be paid notwithstanding forfeiture**

26. i. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

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

#### **Declaration for forfeiture of shares**

- 27. i. A duly verified declaration in writing that the declarant is a Director, the Manager or the Secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
- ii. The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- iii. The transferee shall thereupon be registered as the holder of the share; and
- iv. The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

#### **Lien on shares**

- 28. i. The Company shall have a first and paramount lien—
  - a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
  - b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:  
  
Provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- ii. The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

#### **As to enforcing a lien by sale**

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

#### **Validity of sale**

- 30. i. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- ii. The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- iii. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

#### **Application of proceeds of sale**

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

## **TRANSFER AND TRANSMISSION OF SECURITIES**

### **Transfer of securities**

32. a) As required by Section 56 of the Act, the Company shall not register a transfer of securities of the Company, other than the transfer between persons both of whose names are entered as holders of beneficial interest in the records of a depository, unless a proper instrument of transfer, in prescribed form, duly stamped, dated and executed by or on behalf of the transferor and the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company by the transferor or the transferee within a period of sixty days from the date of execution, along with the certificate relating to the securities, or if no such certificate is in existence, along with the letter of allotment of securities:

Provided that where the instrument of transfer has been lost or the instrument of transfer has not been delivered within the prescribed period, the Company may register the transfer on such terms as to indemnity as the Board may think fit.

- b) Nothing in clause (a) shall prejudice the power of the Company to register, on receipt of an intimation of transmission of any right to securities by operation of law from any person to whom such right has been transmitted.
- c) Where an application is made by the transferor alone and relates to partly paid shares, the transfer shall not be registered, unless the Company gives the notice of the application, in such manner as may be prescribed, to the transferee and the transferee gives no objection to the transfer within two weeks from the receipt of notice.

### **Transmission of shares**

33. i. 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.
- ii. Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

### **Transfer by legal representative**

34. The transfer of any security or other interest of a deceased person in the Company made by his legal representative shall, even if the legal representative is not a holder thereof, be valid as if he had been the holder at the time of the execution of the instrument of transfer.

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.

- i. Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
- 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.
- ii. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
- iii. 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.
- iv. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

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.



### **Right to reject the defective transfers**

35. i. The Board may, subject to the right of appeal conferred by Section 58 of the Act decline to register—
  - a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
  - b) any transfer of shares on which the Company has a lien.
- ii. The Board may decline to recognise any instrument of transfer unless—
  - a) the instrument of transfer is in the form as prescribed in Rules made under sub-section (1) of Section 56 of the Act;and
  - b) the instrument of transfer is in respect of only one class of shares.

### **Right to dividend in case of claimants of deceased members**

36. 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 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.

### **Closing of share transfer books & register**

37. The Board may, in accordance with and subject to Section 91 of the Act, on giving seven day's previous notice by advertisement in any newspaper, in English and vernacular language circulating in the district in which the registered office of the Company is situated, close the register of members for any time or times not exceeding thirty days at a time, but not exceeding in the whole forty five days in each year.

### **Nomination**

38. Every holder of shares and/or debentures of the Company shall be entitled to nominate in the prescribed manner a person with whom his/her shares and/or debentures shall vest in the event of his/her death. Such nomination shall be in accordance with the provisions of Section 72 of the Act and the Rules made thereunder.

### **Dematerialization of securities**

39. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its securities and to offer securities in a dematerialized form pursuant to the Depositories Act, 1996 and all securities held by the depository shall be in fungible form.

### **Option for Investors**

40. Every person subscribing to / acquiring securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of a depository, if permitted by law, in respect of any security in the manner provided by the Depositories Act, and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates of securities.

If a person opts to hold his securities with a depository, the Company shall intimate such depository the details of allotment of the security and, on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the securities.

### **Rights of Depositories and Beneficial Owners**

41. a) Notwithstanding anything to the contrary contained in these Articles, a depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of securities on behalf of the beneficial owner,
- b) Save as otherwise provided in (a) above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it. Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of the securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a depository.

### **Service of Documents**

42. Notwithstanding anything in these Articles to the contrary, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.

### **Transfer of Securities held in demat form**

43. Nothing contained in Section 56 of the Act or these Articles pertaining to Transfer shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.

### **Register and Index of Beneficial Owners**

44. The Register and Index of Beneficial Owners, maintained by a depository under the Depositories Act, 1996, shall be deemed to be the Register and Index of Members and Security holders for the purpose of these Articles and the Act.

Nothing contained in the Act or these Articles regarding necessity of having distinctive numbers for securities issued by the Company shall apply to securities held in a depository.

## **ALTERATION OF CAPITAL**

### **Increase of Capital**

45. Subject to Section 61 of the Act, Company in General Meeting may, from time to time, increase the capital by creating and/or issuing new shares. The new capital may be divided into Preference Shares or Equity Shares and may be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation and/or issuing thereof shall direct, and if no direction be given, as the Board of Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company.

### **Same as original Capital**

46. Any capital raised by the creation and/or issue of new shares shall be subject to the same provisions which govern the original capital with reference to the payment of calls and installments, transfer and transmission, forfeiture and lien unless otherwise resolved by the General Meeting sanctioning the increase.

### **Reduction of Capital**

47. The Company may subject to confirmation by the Court or Tribunal, from time to time, by Special Resolution, reduce its capital in any way and in particular and without prejudice to the generality of the foregoing powers by exercising the powers mentioned in Section 66 of the Companies Act, 2013.

The Company may, by Special Resolution, reduce in any manner and with and subject to, any incident authorised and consent required by law —

- a) its share capital
- b) any capital redemption reserve fund; or
- c) any share premium account.

### **Consolidation of Shares**

48. The Company may consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.

### **Conversion of Shares**

49. The Company may convert all or any of its fully paid up shares into stock, and re-convert that stock into fully paid up shares of any denomination.

Such of the regulation of the Company as are applicable to paid up shares shall apply to stock and the words "Shares" and "Shareholders" in these regulations shall include "Stock" and "Stockholders" respectively.

### **Sub-division of Shares**

50. The Company may sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum, so however, that in the sub-division, the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.

The resolutions whereby any share is sub-divided may determine that as between the holders of the shares resulting from such division one or more of such class of shares shall have same preference or special advantage as regards dividend, capital, or otherwise over, or as compared with, the others or other.

#### **Cancellation of Shares**

51. The Company may cancel shares, which at the date of the passing of the resolution in that behalf, have not been or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

#### **BORROWING POWERS**

##### **Power to Borrow**

52. a) Subject to the provisions of the Act, and without prejudice to the powers conferred by any other article or articles the Board of Directors may, from time to time, at their discretion, borrow or secure the payment of any sum or sums of money for the purpose of the Company either from any Director or elsewhere on security or otherwise and may secure the repayment or payment of any sum or sums in such manner, and upon such terms and conditions in all respects as they think fit, and in particular by the creation of any mortgage or charge on the undertaking or the whole or any part of the property, present or future, or the uncalled capital of the Company, or issue of debentures, bonds or debenture stock of the Company, perpetual or redeemable, charged upon the undertaking or all or any part of the property of the Company, both present and future including its uncalled capital for the time being and 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 Board 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.
- b) The Board may at any time by a Resolution passed at a meeting delegate to any category of managerial personnel or any Committee of Directors or any other principal officer of the Branch Office of the Company, the powers specified in sub clause (a) above provided the Resolution delegating powers to such managerial personnel or committee to borrow moneys shall specify the total amount up-to which the moneys may be borrowed by him or them.
- c) The Company may, subject to the provisions of Section 73 to 76 of the Act and Companies (Acceptance of Deposits) Rules 2014 and further subject to the limits and other restrictions and obligations prescribed thereunder or any other law for the time being in force, invite and accept deposits from public or its members or Directors.

##### **Restriction on Borrowing Powers**

53. The Board of Directors may, subject to the provisions of Section 179 and 180 of the Act, borrow any sum of money and where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceeds the aggregate of the paid up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose, the sanction of the General Meeting should be obtained.

Provided that every resolution passed by the Company in General Meeting in relation to the power to borrow as stated above shall specify the total amount up to which moneys may be borrowed by the Board of Directors, provided that subject to the provisions of clause next above, the Board may, from time to time at its discretion, raise or borrow or secure the repayment of any sum or sums of money for the purpose of the Company at such time and in such manner and upon such terms and conditions in all respect as it think fit and in particular, by promissory note or by opening current accounts, or by receiving deposits and advances with or redeemable 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 or by mortgaging or charging or pledging any land, building, bond or other means as them may seem expedient.

##### **Directors' Loans & Guarantees**

54. The Directors shall be entitled to receive interest on loans made by them to the Company as may be agreed between the Company and the Directors. The Directors, including the Managing Director may guarantee any loan made to the Company and shall be entitled to receive such payment on account of his having given any such guarantee as may be determined by the Board, and such payment shall not be remuneration in respect of his services as Director.

### **Terms of Debenture Issue**

55. The Company may, subject to the provisions of Section 71 and other applicable provisions of the Act and Rules and subject to other applicable laws, issue Debentures with an option to convert such Debentures into Shares, either wholly or partly at the time of redemption;
- i. Any such debenture, debenture stock, bonds or other security may be issued at a discount, premium or otherwise, and with any special privilege as to redemption, surrender, drawing, allotment of shares, of the Company, or otherwise, provided that debentures with the right to allotment or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.
  - ii. Such debentures, debenture stock, bonds or other securities may be made assignable, free from any equities between the Company and the person to whom the same may be issued.
  - iii. No such debentures etc., shall carry voting rights.

### **Charge on uncalled capital**

56. Any uncalled capital of the Company may be included in or charged by mortgage or other security by the Board of Directors on such terms and conditions as it deems fit.

### **Charge in favour of Director of Indemnity**

57. If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Board 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 other person so becoming liable as aforesaid from any loss in respect of such liability.

## **GENERAL MEETINGS**

### **Annual General Meeting**

58. a) The Board of Directors shall hold Annual General Meetings of the Company in accordance with the provisions of Section 96 of the Companies Act.
- b) The Board of Directors may, suo motu, call any other General Meeting, which will be called as Extra-ordinary General Meeting, besides the Annual General Meeting.

### **Extra-ordinary General Meeting**

59. The Board of Directors of the Company, shall on the requisition of such number of members of the Company, as is specified in sub-section(2) of Section 100 of the Act, forthwith proceed duly to call an Extra-ordinary General Meeting of the Company.

### **Quorum**

60. The Quorum requirements for general meetings shall be as specified in Section 103 of the Act. No business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business.

### **Chairman of General Meeting**

61. The Chairman of the Board of Directors shall be entitled to take the chair at every General Meeting and if there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act, the members present shall choose another Director as Chairman and if no Director be present or if all the Directors present decline to take the chair, then the members present shall choose one of their number being a member entitled to vote, to be the Chairman.

### **When Meeting to be dissolved & when to be adjourned, if Quorum be not present**

62. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved; but in any other case, it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and such time and place, as the Board may by notice appoint and if at such adjourned meeting a quorum be not present, those members who are present shall be a quorum and may transact the business for which the meeting was called.

### **Business to be transacted at Adjourned Meeting**

63. The Chairman with the consent of the Meeting, may adjourn any General Meeting from time to time and place to place, but no business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place, and which might have been transacted at that meeting. Save as otherwise provided in Section 103 of the Act and these Articles, it shall not be necessary to give notice of any adjournment or of the business to be transacted at an adjourned meeting.

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.

### **How question to be decided at Meetings & Poll**

64. At a General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands/electronic voting/poll as per the provisions of Section 108 read with relevant Rules and the Listing Agreement. A declaration by the Chairman that a resolution has, on a show of hands/electronic voting/poll, been carried unanimously, or by a particular majority and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of that fact.

If a poll is duly demanded in accordance with the provisions of Section 108 &109, it shall be taken in such manner as the Chairman, subject to the provisions of Section 109 of the Act, may direct, and the results of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

A poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith, where a poll is demanded on any other question, adjournment shall be taken at such time not being later than forty-eight hours from the time which demand was made, as the Chairman may direct.

A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded; the demand for a poll may be withdrawn at any time by the person or persons who made the demand.

### **Votes**

65. a) Every member of the Company holding Equity Share(s) shall have a right to vote in respect of such capital on every resolution placed before the Company. On a show of hands, every such member present shall have one vote. Every such member shall be entitled to vote in person or by proxy and his voting right on a poll or on e-voting shall be in proportion to his share of the paid-up Equity Capital of the Company.
- b) Every member holding any Preference Share shall in respect of such shares have a right to vote only on resolutions which directly affect the rights attached to the Preference Shares and subject as aforesaid, every such member shall in respect of such capital be entitled to vote in person or by proxy, if the dividend due on such preference shares or any part of such dividend has remained unpaid in respect of an aggregate period of not less than two years preceding the date of the meeting.
- c) Whenever the holder of a Preference Share has a right to vote on any resolution in accordance with the provisions of this article, his voting rights will be governed by the provisions of Section 47 of the Act.
- d) A body corporate (whether a Company within the meaning of this Act or not) may:
- i. If it is a member of the Company by resolution of its Board of Directors or other governing body, authorize such persons as it thinks fit to act as its representatives at any meeting of the Company, or at any meeting of any class of members of the Company.
  - ii. If it is a creditor (including a holder of debentures) of the Company, by resolution of its Directors or other governing body, authorize such person as it thinks fit to act as its representative at any meeting of any creditors of the Company held in pursuance of the Act or any Rules made thereunder, or in pursuance of the provisions contained in any debenture or trust deed, as the case may be.
  - iii. A person authorized by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents, as if he were personally the member, creditor or debenture holder.

### **Casting vote**

66. In the case of an equality of votes, the Chairman shall whether on a show of hands, or electronically or on a poll, as the case may be, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

### **Vote by Proxy & Form of Proxy**

67. Any member of the Company entitled to attend and vote at the meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself on a poll, but a proxy so appointed shall not have any right to speak at the meeting.

- a) The instrument appointing a proxy shall
- i. be in writing; and
  - ii. be signed by the appointer or his attorney duly authorized be in writing or, if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorized by it.

Any person may act as a proxy whether he is a member or not.

- b) Any instrument appointing a proxy may be a two way proxy form to enable the shareholders to vote for or against any resolution at their discretion. The instrument of proxy shall be in the prescribed form.

The Instrument appointing a proxy and the power of attorney or other attorney or other authority, if any, under which it is signed or a notary certified copy of that power of attorney shall be deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, and in default, the instrument of proxy shall not be treated as valid.

### **Validity of vote by proxy**

68. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the appointer, or revocation of the proxy, or transfer of the share in respect of which the vote is given provided no intimation in writing of the death, revocation or transfer shall have been received at the Registered Office of the Company before the commencement of the meeting or adjourned meeting at which the proxy is used.

### **Voting through electronic means.-**

69. a) The Company shall provide to its members facility to exercise their right to vote on resolution proposed at General Meetings by electronic means, through remote e-voting platform in accordance with the Rules.
- b) A member may exercise his right to vote at any general meeting by electronic means through remote voting and Company may pass any resolution by electronic voting system in accordance with the provisions of the Act and Rules made thereunder.

### **Postal Ballot:**

70. The Company—
- a) shall, in respect of such items of business as the Central Government may, by notification, declare to be transacted only by means of postal ballot; and
  - b) may, in respect of any item of business, other than ordinary business and any business in respect of which directors or auditors have a right to be heard at any meeting, transact by means of postal ballot, in such manner as is prescribed in Section 110 of the Act and Rules made thereunder, instead of transacting such business at a general meeting.

### **Joint Holders**

71. If two or more persons are jointly registered as holders of anyone share any of such persons may vote at any meeting, either personally, or by proxy, or attorney 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 attorney one of such persons so present whose name stands first in the register in respect of such share shall alone be entitled to vote in respect of the same. Several executors or administrators of a deceased member in whose names any share stands shall, for the purpose of this clause be deemed joint holders.

### **Right of Vote under transmission clause**

72. Any guardian, or other person entitled under the transmission clause (herein above mentioned) to transfer 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 24 hours before the holding of the meeting he shall satisfy the Board of his right to act in that capacity unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

### **No Member entitled to vote etc. while call due to Company**

73. In terms of Section 106 of the Act, no member shall be entitled to be present, or to vote at any General Meeting, either personally, or by proxy, or attorney whilst any call or other sum is due and presently payable to the Company, or in regard to which the Company has exercised any right of lien.

On a poll taken at a meeting of a Company, a member entitled to more than one vote, or his proxy, where allowed, or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

### **Right to vote to a member of unsound mind**

74. 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.

### **Minutes**

75. The Company shall cause minutes of all proceedings of every General Meeting and of its Board of Directors or of every Committee of the Board, to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed:
- a) in the case of minutes of proceedings of a Meeting of the Board or of a Committee thereof, by the Chairman of the said meeting or the Chairman of the next succeeding meeting;
  - b) in the case of minutes of Proceedings of a General Meeting by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorized by the Board for the purpose. In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.

## **MANAGEMENT**

### **Board of Directors&General Powers**

76. The business of the Company shall be managed by the Board who may exercise all such powers and do all such acts and things as the Company by the Act, Rules and its Memorandum of Association or and Articles of Association or otherwise authorised to exercise and do, and are not by the Act, Rules, Memorandum and Articles of Association or any statute directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the Act and of the Memorandum and Articles of Association and to any regulations not being inconsistent there with, made by the Company in General Meeting. Provided that no such regulation shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

### **Number of Directors**

77. Unless otherwise determined by the Company in General Meeting in terms of Section 149 of the Act, the number of Directors shall be not less than 3 and not more than 15, including Permanent, Executive, Non-Executive, Independent, Technical, Nominated, Special Director and Debenture Directors, if any.

### **First Directors**

78. At the date of the adoption of these articles, the following persons shall be the first Directors of the Company.
1. Sri A Venkateswara Rao S/o.Bapineedu
  2. Sri Panda Punnaiah S/o.Venkatramaiah
  3. Dr. Devineni Subba Rao S/o.Rattaiah

### **Appointment of Directors & Retirement by rotation;**

79. a) Two Thirds of the total number of directors of the Company shall— (i) be persons whose period of office is liable to determination by retirement of directors by rotation; and (ii) save as otherwise expressly provided in the Act, be appointed by the Company in general meeting. The remaining one third of total strength shall not be liable to retire by rotation.
- b) At every Annual General Meeting of the Company, one-third of such of the Directors for the time being as are liable to retire by rotation or, if their number is not 3 or a multiple of 3, then the number nearest to one-third shall retire from office.
- c) The total number of Directors as mentioned in sub-article (a) shall not include Independent Directors, whether appointed under this Act or any other law for the time being in force, on the Board of a Company.

### **Which Director to retire**

80. The Directors to retire by rotation at every Annual General Meeting shall be those (other than the Government Director and Debenture Director) who have been longest in office since their last appointment, but as between persons who became Directors on the same day those who are to retire shall (unless they otherwise agree among themselves) be determined by lot.

### **A retiring Director shall be eligible for re-election.**

81. The Company at the Annual General Meeting at which a Director retires in the manner aforesaid may fill up the same by appointing the retiring Director or some other person thereto.

### **Retiring directors to remain in office till successors are appointed**

82. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a national holiday, at the same time and place and if at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless:
- i. at that meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost;
  - ii. the retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed;
  - iii. he is not qualified or is disqualified for appointment;
  - iv. a resolution, whether Special or Ordinary, is required for his appointment by virtue of any provisions of the Act;
  - v. The provisions of Section 162 of the Act are applicable in the case.

### **Independent Directors**

83. i. The Board may appoint such number of Independent Directors as are required under Section 149 of the Companies Act, 2013 and clause 49 of Listing Agreement, whichever is higher, from time to time.
- ii. Independent Directors shall possess such qualification as required under Section 149 of the Companies Act, 2013 and clause 49 of the Listing Agreement.
- iii. Independent Directors shall be appointed for such period as prescribed under relevant provisions of the Companies Act, 2013 and Listing Agreement and shall not be liable to retire by rotation.

### **Woman Director**

84. The Board of Directors shall appoint at least one woman director as per the requirements of Section 149 of the Act.

### **Additional Director**

85. Subject to the provisions of Section 161 of the Act, the Board may appoint one or more Additional Directors.

### **Nominee Director:**

86. The Board may appoint any person as a director nominated by any Financial Institutions, Banks, Lenders or any other Finance Corporation in pursuance of the provisions of any law for the time being in force or of any other agreements.



Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the Financial Institutions (FIs), Banks or Lenders or any other Finance Corporation (collectively called "Lenders") out of any loans granted by them to the Company or so long as Financial Institutions (FIs), Banks or Lenders or any other Finance Corporation continues to hold debentures in the Company by direct subscription or private placement, or so long as the Lenders hold shares in the Company, the Board shall have no power to remove from office the Nominee Director/s. At the option of the Lenders such Nominee Director/s shall not be required to hold any qualification shares in the Company. Also at the option of the Lenders such nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid and terms and conditions of loan agreement etc., the Nominee Director/ s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

#### **Alternate Director**

87. i. Subject to the provisions of Section 161 of the Act, the Board of Directors may appoint an Alternate Director to act for a Director (hereinafter called the Original Director) during his absence for a period of not less than three months from the State in which the meetings of the Board are ordinarily held.
- ii. An Alternate Director appointed under sub-clause (i) above shall vacate office if and when the Original Director returns to the State in which the meetings of the Board are ordinarily held.
- iii. If the terms of office of the Original Director is determined before he so returns to the State aforesaid any provision for the automatic re-appointment, shall apply to the Original and not to the Alternate Director.

#### **Qualification Shares**

88. A Director shall not be required to hold any qualification shares.

#### **Debenture Director**

89. Any Trust Deed for securing debentures or debenture-stock may if so arranged provide for the appointment from time to time by the Trustee thereof or by the holders of debentures or debenture-stock of some person to be a Director of the Company and may empower such trustee or holders of debentures or debenture-stock from time to time to remove any Director so appointed. A Director appointed under this Article is herein referred to as a "Debenture Director" and the Debenture Director means a Director for the time being in Office under this article. A Debenture Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or be removed by the Company. The Trust deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provisions shall have effect notwithstanding any other provisions herein contained.

#### **Removal of Director**

90. The Company may subject to the provisions of these Articles by ordinary resolution, remove a Director not being a Director appointed by Tribunal under Section 242 of the Act, before the expiry of the period of his office and fill up the vacancy thus created in the manner and subject to the provisions of Sections 115, and 169 of the Act.

#### **Casual Vacancy may be filled by Board**

91. Any casual vacancy occurring among the Directors may be filled up by the Directors but any person so chosen shall retain his Office so long only as the vacating Director would have retained the same if no vacancy had occurred, provided that the Board may not fill a casual vacancy by appointing any person who has been removed from the Office of Director of the Company under the Article.

#### **Failure to fill Casual vacancy**

92. The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum fixed, the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.

#### **Vacation of office of Director**

93. The disqualifications of Directors and grounds of vacation are as specified in the provisions of Sections 164 and 167 of the Act. The disqualifications specified in Section 164 (1)(d), 164 (1)(e) and 164 (1)(g) shall not take effect until the expiry of the period specified therein.

### **Disclosure of Interest of Directors**

94. i. Subject to the provisions of the Act, the Directors shall not be disqualified by reason of their office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any Director or with any Company or partnership of or in which any Director shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realized by such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established but the nature of the interest must be disclosed by the Director at the meeting of the Board at which the contract or arrangement is determined if the interest then exists or in any other case, at the First meeting of the Board after the acquisition of the interest.

Provided nevertheless that no Director shall vote as a Director in respect of any contract or arrangement in which he is so interested as aforesaid or take part in the proceedings thereat and he shall not be counted for the purpose of ascertaining whether there is quorum of Directors present.

- ii. A Director may be nominated by the Company as a Director of any Company promoted by this Company or in which this Company may be interested as Vendor, shareholder or otherwise and subject to the terms of such nomination no such Director shall be accountable to the Company for any benefits received as a Director or member of such Company.

### **Rights and Duties of Directors**

95. Except as otherwise provided by these articles and subject to the provisions of the Act, all the Directors of the Company shall have, in all matters, equal rights and privileges and be subject to equal obligations and duties in respect of the affairs of the Company.

The Duties of Directors shall be as specified in Section 166 of the Act.

### **Directors to comply with Section 184**

96. Notwithstanding anything contained in these presents, any Director contracting with the Company shall comply with the provisions of Section 184 of the Companies Act, 2013.

### **Directors' remuneration & fee**

97. Subject to the provisions of the Act, the Board of Directors may, with the sanction of Resolution passed in the General Meeting, sanction and pay to any or all the Directors such remuneration, commission on profits, perquisites, allowances in any form what so ever for their services as Directors including Managing Director, Whole-time Directors, Non-Executive Directors or otherwise and for such period and on such terms as they may deem fit.

Until otherwise determined by the Company in General Meeting, each Director shall be entitled to receive and be paid out of the funds of the Company, a fee for each meeting of the Board of Directors or any committee thereof, attended by him as may be fixed by the Board of Directors from time to time subject to the provisions of Section 197 of the Act, and the Rules made thereunder. For the purpose of any resolution in this regard, none of the Directors shall be deemed to be interested in the subject matter of the resolution. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at meetings of the Board or of any committee of the Board or otherwise in the execution of their duties as Directors either in India or elsewhere. The Managing or Whole-time Director of the Company who is a full time employee, drawing remuneration will not be paid any fee for attending Board Meetings.

Subject to the provisions of Sections 197 and 188 of the Companies Act, if any Director is appointed to advise the Board of Directors as an expert or be called upon to perform extra services or make special exertions for any of the purposes of the Company, the Board may pay to such Director such Special remuneration as they think fit; such remuneration may be in the form of either salary, commission, incentives or lump sum and may either be in addition to or in substitution of the remuneration specified in this Article.

### **PROCEEDINGS OF BOARD**

#### **When meeting to be convened**

98. The Board of Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit:

Provided however that the Company shall hold at least four meetings of its Board of Directors every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board.

#### **Who may call Board Meeting**

99. The Chairman may at any time and the Manager or the Company Secretary or such other Officer of the Company as may be authorised by the Directors shall upon the request of a Director convene a meeting of the Board.

#### **Participation at Board Meeting**

100. The participation of Directors in a meeting of the Board may be either in person or through video conferencing or other audio visual means, as may be prescribed, which are capable of recording and recognizing the participation of the Directors and of recording and storing the proceedings of such meetings along with date and time, subject to the provisions of Section 173 of the Act and Rules framed there under.

#### **Notice for Meeting**

101. A meeting of the Board shall be called by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means or any other permitted mode.

#### **Shorter Notice**

102. A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director shall be present at the meeting.

In case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director.

#### **Appointment/Election of Chairman**

103. The Board may appoint/ elect Chairman and determine the period for which he is to hold office. All meetings of the Board shall be presided over by such Chairman but if at any meeting of Board the Chairman be not present, the Directors shall choose one of the Directors then present to preside at the meeting.

#### **Questions at Board Meeting as to how decided**

104. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chairman of the meeting (whether the Chairman appointed by virtue of these presents or the Director presiding at such meeting) shall have a second or casting vote.

#### **Quorum**

105. The quorum for meeting of the Board of Directors of the Company shall be one-third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors, whichever is higher, and the participation of the Directors by video conferencing or by any other audio-visual means shall also be counted for the purpose of quorum : Provided that where at any meeting, the number of interested Directors exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of the Directors who are not interested, present at the meeting being not less than two, shall be the quorum for such time;

For the purpose of this Article:

- i. "total strength" means the total strength of the Directors of the Company as determined in pursuance of the Act, after deducting therefrom the number of the Directors, if any, whose places may be vacant at the time;
- ii. "Interested Director" means any Director whose presence cannot, under the provisions in the Act, count for the purpose of forming a quorum at a meeting of the Board, at the time of the discussion or vote on any matter.

If a meeting of the Board could not be held for want of quorum, then, unless the Directors present at such meeting otherwise decide, the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is National holiday, till the next succeeding day which is not a National holiday at the same time and place.

The provisions of Article 98 shall not be deemed to have been contravened merely by reason of the fact that a meeting of the Board which had been called in compliance with the terms of that Article could not be held for want of quorum.

### **Delegation of powers**

106. The Board may subject to the provisions of the Act delegate any of their powers to Committees or individual Directors as they think fit, and they may from time to time revoke such delegation. Any Committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.

The meetings and proceedings of any such Committee shall be governed by the provisions of the Act, Rules and these presents for regulating the meetings and proceedings of the Board, so far as the same are applicable there to.

### **Acts done by Board or Committee, valid notwithstanding defective appointment**

107. All acts done by any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall be valid notwithstanding that it may be afterwards discovered that the appointment of any one or more of such Directors or of any person acting as aforesaid, was invalid by reason of defect or disqualification or had terminated by virtue of any provision contained in the Act or these presents; Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

### **Resolution by Circulation**

108. No resolution shall be deemed to have been duly passed by the Board or by a committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or members of the committee, as the case may be, at their addresses registered with the Company in India by hand delivery or by post or by courier or by any permitted mode or through such electronic means as may be prescribed and has been approved by a majority of the Directors or members, who are entitled to vote on the resolution: Provided that, where not less than one-third of the total number of Directors of the Company, for the time being, require that any resolution under circulation must be decided at a meeting, the chairperson shall put the resolution to be decided at a meeting of the Board.

### **Board Minutes**

109. The Company shall cause minutes of Meetings of the Board of Directors and all Committees of the Board to be duly entered in a book or books provided for that purpose.

The minutes shall contain:

- a) a fair and correct summary of the proceedings at the Meeting;
- b) the names of the Directors present at the Meeting of the Board of Directors or of any Committee of the Board;
- c) all orders made by the Board and Committee of the Board and all appointments of Officers and Committees of Directors;
- d) all resolutions and proceedings of Meetings of the Board and the Committees of the Board;
- e) in the case of each resolution passed at a Meeting of the Board or Committee of the Board, the names of the Directors, if any, Dissenting from, or not concurring in, the resolution;
- f) should be in compliance with the Secretarial standards as may be prescribed; and
- g) Any minutes of any Meeting of the Board or any Committee of the Board, if purporting to be signed by the Chairman of such Meeting or by the Chairman of the next succeeding meeting shall for all purposes whatsoever be prima facie evidence of the actual passing of the resolutions recorded and the actual and regular transaction or occurrence of the proceedings so recorded and of the regularity of the meeting at which the same shall appear to have taken place. The Directors shall comply with the provisions of Section 118 and other provisions of the Act and Rules framed there under.

### **Powers of Board**

110. Subject to the provisions of Section 179(3) of the Act, or re-enactment thereof, the Board shall exercise the powers specified therein on behalf of the Company, and it shall do so only by means of resolutions passed at its Meetings.

Provided that the Board may, by a resolution passed at a Meeting, delegate to any Committee of Directors the Managing Director, the Manager, or any other principal officer or in the case of a branch office of the Company, the principal officer of the branch office, the powers to the extent specified in Section 179 of the Act.

## Special powers

111. Subject to the Provisions of Section 180 of the Act, the Board shall not, except with the consent of the Company in General Meeting:
- a) sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings;
  - b) invest, otherwise than in trust securities, the amount of compensation received by it as a result of any merger or amalgamation;
  - c) borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company, (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid up capital of the Company and its free reserves, that is to say reserves not set apart for any specific purpose; or
  - d) to remit, or give time for the repayment of, any debt due from a director.
  - e) Without prejudice to the generality of powers conferred by this Article and the other powers conferred by these presents but subject however to the provisions of the Act and Rules thereunder, the Board may exercise any other powers including but not limited to the following:
    - i. To purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit.
    - ii. To pay, at their discretion, for any property or rights or privileges of, acquired by or services rendered to the Company, either wholly or partially in cash, or in shares, bonds, debentures, debenture stock or other securities of the Company, and any such shares may be issued whether as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, debenture-stock or other securities may be either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
    - iii. To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other moveable property of the Company either separately or jointly; also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company.
    - iv. To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes and to execute and do all such acts and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.
    - v. To sign, draw, accept, endorse or otherwise execute, as the case may be, all cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company by such person and in such manner as the Board shall from time to time by resolution determine.
    - vi. To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its Officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debt due or of any claims or demands by or against the Company.
    - vii. To refer any claim or demand by or against the Company to arbitration and observe and perform the awards.
    - viii. To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit and from time to time to vary or realise such investments.
    - ix. To provide for the welfare of employees or ex-employees of the Company and by building or contributing to the building of dwellings or by grants or monetary pensions, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit.

- x. To appoint any person or persons to be the attorney or attorneys of the Company, subject to the provisions of Section 22 & Section 179 of the Act, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Board may from time to time think fit.

Any such delegate or attorney as aforesaid may be authorised by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him.

#### **Managing Director, Whole-time Director, Executive Chairman**

112. Subject to the provisions of the Act, the Board may, from time to time and at any time, appoint one or more of their body to be a Managing Director or Executive Chairman or Whole-time Directors or Directors to manage and conduct the business of the Company subject to their control, direction and superintendence, and pay remuneration, commission, perquisites, allowances and incentives in any manner as they think fit.

#### **Key Managerial Personnel (KMP)**

113. Subject to the provisions of the Act,
- (i) A Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; any such KMP so appointed may be removed by means of a resolution of the Board.
  - (ii) A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.
  - (iii) A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

#### **THE SEAL**

##### **Custody of the Seal**

114. The Board shall provide a Common Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof. The Board shall provide for the safe custody of the Seal for the time being and the Seal shall never be used, except by the authority of the Board or a Committee of the Directors previously given and one Director at least shall sign every instrument to which the seal is affixed, provided, nevertheless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same.

##### **Seal for use in Foreign Territory**

115. The Company may have for use in any territory, district or place not situate in India an official Seal which shall be a facsimile of its Common Seal with the addition on the face of the name of the territory, district or place.

##### **Foreign Register**

116. The Company may keep in any State or Country outside India, a branch register of members or debenture holders resident in that State or Country (hereinafter called as "Foreign Register") and shall file with the Registrar notice of situation of the office where such register is kept, within one month from the date of the opening of any foreign register, subject to the provisions of the Section 88 of the Act, and the Rules made there under.

##### **Registers, Inspection and copies thereof**

117. Registers required to be maintained under Section 88, Minute books required to be maintained under Section 118 and other applicable provisions of the Act and Rules made thereunder and copies of annual returns filed under Section 92, shall be kept at the Registered Office of the Company, provided that such Registers or copies of returns may also be kept at any other place in India subject to the compliance with Section 94 of the Act and the Rules made thereunder.

Inspection and copies of Records and Registers maintained in physical and electronic form, if any, shall be allowed to the extent permitted by Section 119 and other relevant provisions of the Act and Rules made there under.

## **ACCOUNTS, AUDIT & DIVIDENDS**

### **(A) ACCOUNTS**

#### **Books where kept**

118. Books of account shall be kept at the Registered Office of the Company, or at such other place in India as the Board may think fit, subject to compliance with the requirements of Section 128 of the Act.

#### **Inspection by members**

119. The Board, shall, from time to time, determine whether and to what extent and at what times and places and under what condition or regulation the accounts and books of the Company or any of them shall be open to inspection of members not being Directors. No member (not being a Director) shall have any right to inspect the same except as conferred by the Act, or authorised by the Board of Directors or by any resolution of the Company in General Meeting.

#### **Statement of Account to be furnished to General Meeting**

120. The Board shall lay before such Annual General Meeting, financial statements made up as at the end of the financial year which shall be a date which shall not precede the day of the meeting by more than six months or such extended time as shall have been granted by the Registrar under the provisions of the Act.

#### **Financial Statements**

121. Subject to the provisions of Section 129 and 133 of the Act, financial statements of the Company shall be in the forms set out in Parts I and II respectively of Schedule III of the Act, or as near thereto as circumstances admit.

#### **Authentication of Financial Statements**

122. Subject to Section 134 of the Act, every financial statement of the Company shall be signed on behalf of the Board by not less than two Directors.

The financial statements shall be approved by the Board before they are signed on behalf of the Board in accordance with the provisions of this Article and before they are submitted to the Auditors for their report thereon.

#### **Auditors' Report to be annexed**

123. The Auditors' Report shall be attached to the financial statements.

Every financial statement laid before the Company in General Meeting shall have attached to it a report by the Board in compliance with Section 134 of the Act.

#### **Board report to be attached to Financial Statements**

124. The Board's report shall, so far as it is material for the appreciation of the state of the Company's affairs by its members and will not in the Board's opinion be harmful to its business or that of any of its subsidiaries, deal with any change which has occurred during the financial year in the nature of the Company's business or that of the Company's subsidiaries and generally in the classes of business in which the Company has an interest and material changes and commitments, if any, affecting the financial position of the Company which has occurred between the end of the financial year of the Company to which the balance sheet relates and the date of the report.

The Board shall also give in its report explanations and comments pursuant to Section 134 (3) (f) of the Act on every reservation, qualification or adverse remark contained in the Auditors' Report.

#### **Right of member to copies of Financial Statements**

125. The Company shall subject to and in accordance with the provisions of Section 136 of the Act circulate copies of the Audited Financial Statements to every member of the Company and others entitled.

#### **Annual Returns**

126. The Company shall make the requisite annual return and File with the Registrar in accordance with Section 92 of the Act.

### **(B) AUDIT**

#### **Auditors**

127. Every Financial Statement shall be audited by one or more Auditors to be appointed as hereinafter mentioned in accordance with Section 139 of the Act.

### **Appointment etc., of Auditors**

128. Subject to the provisions of the Act, and Rules made thereunder the Company at the Annual General Meeting shall appoint an Auditor or Firm of Auditors to hold office from the conclusion of that meeting until the conclusion of the sixth Annual General Meeting, and shall, give intimation thereof to the Auditor and Registrar within 15 days.

At every Annual General Meeting, reappointment of such auditor shall be ratified by the shareholders.

### **(C) CAPITALIZATION OF PROFITS**

129. i. Subject to the provisions of the Act and Rules made thereunder, the Company in General Meeting may, upon the recommendation of the Board of Directors resolve:
- a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's Reserve Accounts or to the credit of the Profit and Loss account or otherwise available for distribution; and
  - b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- ii. The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii) either in or towards-
- (1) paying up any amounts for the time being unpaid or any shares held by such member respectively;
  - (2) paying up in full, unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid up to and amongst such members in the proportions aforesaid, or
  - (3) partly in the way of specified in sub-clause (1) and partly in that specified in sub-clause (2).
- iii. A share premium account and a capital redemption reserve account may, for the purpose of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid up bonus shares.
- iv. The Company may, subject to the provisions of Section 63 of the Act, issue fully paid-up bonus shares to its members, in any manner whatsoever, out of—
- a) its free reserves;
  - b) the securities premium account; or
  - c) the capital redemption reserve account:
- Provided that no issue of bonus shares shall be made by capitalising reserves created by the revaluation of assets.
- v. The bonus shares shall not be issued in lieu of dividend.

### **Application of Profits**

130. Whenever such a resolution as aforesaid shall have been passed, the Board of Directors shall, while giving effect thereto;
- (1) (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issue of fully paid-up shares or debentures, if any, and;
  - (b) generally do all acts and things required to give effect thereto.
- (2) The Board of Directors shall have full power:
- (a) to make such provision by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in the case of shares or debentures becoming distributable in fractions; and also
  - (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 debentures 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 the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares.
- (3) Any agreement made under such authority shall be effective and binding on all such members.



## **(D) RESERVES**

### **Reserves**

131. The Board may from time to time set apart any and such portion of the profits of the Company as they think fit, as Reserves applicable, at their discretion for the liquidation of any debentures, debts or other liabilities of the Company, for equalisation of dividends, or for any other purposes of the Company, with full power to employ the assets constituting the Reserves in the business of the Company and without being bound to keep the same separate from the other assets.

### **Carry forward of Profits**

132. The Board may also carry forward any profits which they may think prudent not to divide, without setting them apart as a reserve.

## **(E) DIVIDENDS**

### **Dividend in proportion to amounts paid up on shares**

133. The Company may pay dividends in proportion to the amount paid-up on each share.

Subject to the rights of person, 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 nominal value of the shares.

### **Interim Dividend**

134. The Board may from time to time pay to the members such interim dividends as appearing to it to be justified by the profits of the Company.

### **Debts may be deducted**

135. When any shareholder is indebted to the Company for calls or otherwise, all dividends payable to him, or a sufficient part thereof, may be retained and applied by the Board in or towards satisfaction of the debt, liabilities or engagements.

### **Dividends out of profits only**

136. No dividend shall be payable except out of the profits of the year or any other undistributed profits, and no larger dividend shall be declared than is recommended by the Board, but the Company in General Meeting may declare a smaller dividend. Before declaring any dividend, the Company shall have regard to the provisions of Section 123 of the Act and section 205 of the Companies Act 1956 and all other applicable provisions.

### **Dividend in specie**

137. No dividend shall be payable except in cash provided that nothing shall be deemed to prohibit the capitalisation of profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on any shares held by the members of the Company.

### **Joint holder receipt**

138. In case two or more persons are registered as the joint holders of any share, any of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

### **Right to Dividend on transfer of share**

139. A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer.

### **How to be paid**

140. Unless otherwise directed by the Company in General Meeting, any dividend may be paid in cash or by cheque or warrant sent through the post, electronic transfer, within thirty days of the date of such declaration to the registered address of the member entitled, or in the case of joint holder, to the registered address of that one whose name stands first on the register in respect of the joint holding and every cheque so sent shall be made payable to the order of the person to whom it is sent.

### **Unclaimed Dividend**

141. No unclaimed or unpaid dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with all the applicable provisions of the Act in respect of any unclaimed or unpaid dividend.

### **Dividend not to carry interest**

142. Unpaid dividends shall never bear interest as against the Company.

## **SERVICE OF DOCUMENTS & NOTICES**

### **Service of documents on the Company**

143. Subject to the provisions of the Act and Rules made thereunder, the documents may be served on the Company or any officer thereof by sending it to the Company or the officer at the registered office of the Company by registered post or by speed post or by courier service or by leaving it at its registered office or by means of such electronic or other mode as may be prescribed.

### **How notices & documents to be served on members**

144. a) Notice and other documents of General meeting of the Company can be given to shareholders by email provided every shareholder should be given advanced opportunity to register their address and changes therein from time to time with the Company. In case any member has not registered his/her mail address with the Company, the service of notice and documents should be in accordance with the provisions of Section 20 of the Act;
- Provided wherever required the company shall comply the provisions of Section 115 of the Act, regarding resolution requiring special notice.
- b) A document may be served by the Company on the joint holders of a share by serving it on the joint holder named first in the Register in respect of the share.
- c) A document may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased or assign of the insolvent or by any like description at the address (if any) in India supplied for the purpose by the persons, claiming to be so entitled or until such an address has been so supplied by giving notice in any manner in which the same might have been given if the death or insolvency had not occurred.

### **Transferees etc. bound by prior notice**

145. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share be bound by every notice in respect of such share which previously to his name and address being entered in the register shall be duly given to the person from whom he derives his title to such share.

### **Notice valid though member deceased**

146. Any notice or document delivered or sent by post or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member, until, some other person be registered in his stead as the holder of joint holder thereof and such service shall, for the purpose of these presents, be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators and all persons, if any, jointly interested with him or her in any such shares.

### **Accidental Omission**

147. The accidental omission to give notice or non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.

### **How Notice to be signed**

148. Save as otherwise provided in the Act-
- (a) Document or proceeding requiring Authentication by the Company:- or
- (b) Contracts made by or on behalf of the Company, may be signed by the Key Managerial Person or an officer of the Company duly authorized by the Board in this behalf.

The Company may, by writing under its common seal authorize any person, either generally or in respect of any specified matters, as its attorney to execute other deeds on its behalf in any place either in or outside India. A deed signed by such attorney on behalf of the Company under this seal shall bind the Company and have the effect as if it were made under its Common Seal

## **WINDING UP**

### **NOTICE**

149. Subject to the applicable provisions of the Act and the Rules made thereunder.
- i. If the Company shall be wound-up, the Liquidator may, with the sanction of a Special Resolution and any other sanction required by the Companies Act, 1956 and 2013 divide amongst the members in specie or kind the whole or any part of the assets of the Company whether or not they shall consist of property of the same kind.
  - ii. For the purpose aforesaid, the Liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
  - iii. The Liquidator may, with the like sanction invest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

### **Secrecy**

150. Every Director, Manager, Trustee, Member of Committee, Officer, Servant, Agent, Accountant, of other persons employed in the business of the Company, shall if so required by the Board sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by meeting or by any a Court of Law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

### **No Shareholder to enter the premises of the Company without permission**

151. No member or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the Board of the Company or subject to these Articles to require discovery of any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trades or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient of the Company to communicate to the Public.

### **Indemnity**

152. Every Director, Auditor, Officer or Servant of the Company shall subject to Section 197 and other applicable provisions of the Act, be indemnified out of its funds for all costs, charges, travelling or other expenses, losses and liabilities incurred by them or him in the conduct of the Company's business or in the discharge of their or his duties, and neither any Director nor Officer or Servant of the Company shall be held liable for joining in any receipt or other act for conformity's sake or for any loss or expenses happening to the Company by insufficiency or deficiency of any security on it or upon which any of the moneys of the Company shall be invested, or for any loss or damages, arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects, shall be deposited or for any other loss, or damage or misfortune whatsoever which shall happen in the execution of their or his, office or in relation thereto, unless the same shall happen through their or his own dishonesty.

Every Director, Auditor, Secretary, Chief Financial Officer, Agent and Officer of the Company shall also be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 463 of the Companies Act, 2013, in which relief is granted to him by the Court.

S. No.	Names, Addresses, Occupation and Description of Subscribers and Signatures	Name, Occupation, Address and description of witness and signature
1.	DEVINENI SUBBA RAO S/o. D. Rattaiah 10-1-1196/1 A. C. Guards Hyderabad – 500 004 Business (Sd.) D. SubbaRao	<p style="text-align: center;"> Atluri Madhusudhana Rao  S/o. Veeranjanyulu  Chartered Accountant  9920, Tilak Road  Hyderabad  (Sd.) A. MADHUSUDHANA RAO </p>
2.	KOLLI KRISHNA RAO C/o. KolliSimhachalam Plot 126, Srinagar Colony Hyderabad – 500 038, A. P. Business (Sd.) K. KrishnaRao	
3.	KONDAPANENI RANGA RAO S/o. K. Kotayya DilsukhBagh, Saroor Nagar Hyderabad – 500 035 Business (Sd.) K. RangaRao	
4.	PANDA PUNNAIAH S/o. Venkatramaiah Bapuji Nagar Kovvur, West Godavari Dist. Business (Sd.) P. Punnaiah	
5.	ALLURI VENKATESWARA RAO S/o. Bapineedu 14 Cross Road Brodipeta, Guntur Business (Sd.) A. VenkateswaraRao	
6.	CHAVA VENKATESWARA RAO S/o. Venkatakrishnaiah 1-1-336/43 Chikkadapalli Hyderabad-500 020 Private Service (Sd.) Ch. Venkateswara Rao	
7.	SHAIK ABDUL NABI S/o. Md. Khasim Sahib 35/3 RT Sanjeevareddi Nagar Hyderabad – 500 038 Private Service (Sd.) S. AbdulNabi	

Dated at Hyderabad on this 18<sup>th</sup> day of September, 1972.