

DRAFT ARTICLES OF ASSOCIATION
OF
SAVERA INDUSTRIES LIMITED

<p>1. Constitution</p> <p>The Regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall apply to the Company, except to the extent they are in conflict with the Articles set out hereunder.</p> <p>The Regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to exercise of any statutory powers by the Company with reference to the deletion or alteration of or addition to its Regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.</p>	<p>Table 'F' excluded</p> <p>Company to be governed by these Articles</p>
<p>2. Definitions and Interpretation: In these Articles —</p> <p>2.1. "The Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous Company law, so far as may be applicable.</p> <p>2.2. "Articles" or Regulations shall mean the Articles of Association of the Company as now framed or as altered from time to time</p> <p>2.3. "Beneficial Owner" shall mean the beneficial owner as defined in Clause (a) of Sub-Section (1) of Section 2 of the Depositories Act, 1996 as amended from time to time.</p> <p>2.4. "Board of Directors" or "Board" means the collective body of the Directors of the Company.</p> <p>2.5. "Body Corporate" or 'Corporation' includes a Company incorporated outside India but does not include, (1) a Cooperative Society registered under any law relating to Co-operative Societies, (2) any other body corporate (not being a Company as defined in the Act) which the Central Government may by notification in the Official Gazette specify in that behalf.</p> <p>2.6. "Chairman" means Chairman of the Board from time to time</p> <p>2.7. "Committee" means a Committee of Directors constituted by the Board.</p> <p>2.8. "The Company" or "This Company" means Savera Industries Limited</p> <p>2.9. "Depository" shall mean a Depository as defined under Clause (e) of sub-section (1) of Section (2) of the Depositories Act, 1996.</p>	<p>"The Act"</p> <p>"Articles"</p> <p>"Beneficial Owner"</p> <p>"Board of Directors" or "Board"</p> <p>"Body Corporate or Corporation"</p> <p>"Chairman"</p> <p>"Committee"</p> <p>"The Company or This Company"</p> <p>"Depository"</p>

2.10. "Depositories Act, 1996" means and shall include any statutory modification or re-enactment thereof and shall include all Rules and regulations made thereunder.	"Depositories Act"
2.11. "Director" means a Director appointed to the Board.	"Director"
2.12. "Dividend" includes any interim dividend	"Dividend"
2.13. "Document" includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of the Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.	"Document"
2.14. "Executor" or "Administrator" means a person who has obtained probate or Letter of Administration, as the case may be, from a competent Court, and shall also include the holder of a Succession certificate authorising the holder thereof to negotiate or transfer the share or shares of the deceased members, and shall also include the holder of a certificate granted by the Administrator General of any State in India.	"Executor" or "Administrator"
2.15. "Independent Director" in relation to the Company, means a Director other than a Managing Director or a Whole-time Director or a Nominee Director appointed to the Board subject to fulfilment of the criteria as prescribed under Section 149(6) of the Act and Listing Regulations.	"Independent Director"
2.16. "In writing" means and includes printing, typewriting and any other usual substitutes for writing in electronic mode or otherwise.	"In writing"
2.17. "Key Managerial Personnel" means— (i) the Chief Executive Officer or the Managing Director or the Manager; (ii) the Company Secretary; (iii) the Whole-time Director; (iv) the Chief Financial Officer; and (v) such other officer as may be prescribed by the Act or the Rules;	"Key Managerial Personnel"
2.18. "Listing Regulations" shall mean SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.	"Listing Regulations"
2.19. "Member" means every person whose name is entered in the Register of Members from time to time, as the holder of the shares of the Company and includes every person holding shares of the Company and whose name is entered as a beneficial owner in the records of a Depository	"Member"
2.20. "Memorandum" means the Memorandum of Association of the Company (as amended from time to time).	"Memorandum"
2.21. "Month" shall mean a calendar month.	"Month"
2.22. "Managing Director" means a Director who, by virtue of these Articles or an agreement with the Company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the	"Managing Director"

affairs of the Company and includes a Director occupying the position of Managing Director, by whatever name called.	
2.23. "Manager" means an individual who, subject to the superintendence, control and direction of the Board of Directors, has the management of the whole, or substantially the whole, of the affairs of the Company, and includes a Director or any other person occupying the position of a Manager, by whatever name called, whether under a contract of service or not;	"Manager"
2.24. "Office" means the registered office for the time being of the Company.	"Office"
2.25. "Paid-up" shall include credited as fully paid-up.	"Paid-up"
2.26. "Person" shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships, (including limited partnerships) wherever formed or organised.	"Person"
2.27. "These presents" or "Articles" or "Regulations" shall mean these Articles of Association as now framed or altered from time to time and shall include the Memorandum where the context so requires.	"These presents or Articles or Regulations"
2.28. "The Register of Members" means the Register of Members to be maintained pursuant to Section 88 of the Act	"The Register of Members"
2.29. "Rules" means any rule made pursuant to section 469 of the Act or such other provisions pursuant to which the Central Government is empowered to make Rules, and shall include such Rules as may be amended from time to time.	"Rules"
2.30. "SEBI" means the Securities and Exchange Board of India established under section 3 of the Securities and Exchange Board of India Act, 1992.	"SEBI"
2.31. "Share" means a share in the share capital of the Company and includes stock.	"Share"
2.32. "Shareholders" means persons who holds shares of the Company from time to time.	"Shareholders"
2.33. "Special Resolution" means special resolution as stated in Section 114 of the Act.	"Special Resolution"
2.34. "Tribunal" means the National Company Law Tribunal constituted under Section 408 of the Act	"Tribunal"
2.35. "Whole-time Director" includes a Director in whole time employment of the Company.	"Whole-time Director"
2.36. Words importing the singular shall include the plural and plural shall include the singular	"Number"
2.37. Words importing the masculine gender shall include the feminine gender and vice versa.	"Gender"
	Expressions in the

<p>2.38. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules or any statutory modification thereof in force at the date at which these Regulations become binding on the Company. In case any word is not defined in these Articles, such words or expressions shall bear the meaning as defined in the Act or the Rules as amended from time to time. In case any word or expression is not defined in the Act but defined in the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Securities and Exchange Board of India Act, 1992 (15 of 1992) or the Depositories Act, 1996 (22 of 1996) such words shall have the meaning respectively assigned to it in those Acts as amended from time to time. In case any word or expression is not defined in any of the above acts such words or expressions shall have the meaning respectively assigned to it in General Clauses Act, 1897 as amended from time to time.</p> <p>2.39. Statutes or Regulations specifically referred to in these Articles shall include any statutory modifications made thereof from time to time.</p> <p>2.40. The marginal notes hereto are inserted for convenience and shall not affect the construction hereof and in these presents, "SEBI" "Share" "Shareholders" "Special Resolution" "Tribunal" "Whole-time Director" "Number" "Gender" Expressions in the Articles to bear the same meaning as in the Act Marginal notes 26 unless there be something in the subject or context inconsistent therewith.</p>	<p>Articles to bear the same meaning as in the Act</p> <p>Marginal notes</p>
<p>3. Share capital and variation of rights</p> <p>3.1. The Authorized Capital of the Company shall be as per Clause V of its Memorandum of Association.</p> <p>3.2. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium, at par or any other manner and at such time as they may from time to time think fit.</p> <p>3.3. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered or to be rendered to the Company in the acquisition and / or conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paidup otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be</p> <p>3.4. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: (a) Equity share capital: i. with voting rights; and / or ii. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and</p> <p>3.5. The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to – (a) persons who, on the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to</p>	<p>Capital Clause</p> <p>Shares under control of Board</p> <p>Board may allot shares otherwise than for cash</p> <p>Kinds of Share Capital</p> <p>Further issue of equity share capital</p>

<p>renounce the shares offered to him or any of them in favour of any other person; or (b) employees under any scheme / plan of employees' stock option subject to approval of shareholders by a special resolution; or (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above subject to approval of shareholders by a special resolution.</p> <p>3.6. A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of rights issue, preferential offer or private placement or any other mode, subject to and in accordance with the Act and the Rules.</p> <p>3.7. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act. Such preference shares shall be redeemable in accordance with the Act and the Rules made thereunder.</p> <p>3.8. 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</p> <p>3.9. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class or in such other manner as may be prescribed by the Act and the Rules</p> <p>3.10. The Company may exercise the powers to pay commission to any person for subscription of securities issued, conferred by section 40(6) of the Act read with Rules made thereunder, provided that the rate percent or the amount of the commission paid or agreed to be paid shall be in accordance with the provisions of the Act and the Rules and shall be disclosed in the manner required therein</p> <p>3.11. The rate or amount of the commission shall not exceed the rate or amount prescribed in Rules made under section 40(6) of the Act.</p> <p>3.12. 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.</p> <p>3.13. Every person whose name is entered as a member in the Register of Members shall be entitled to receive within 60 days after allotment or within 30 days from the date of receipt by the Company of the application for the registration of transfer or transmission or split within such other period as the conditions of issue shall provide - (a) one certificate for all his shares without payment of any charges; or (b) several certificates, each for one or more of his shares, upon payment of fee of twenty rupees for each certificate after the first.</p>	<p>Mode of further issue of shares</p> <p>Power to issue redeemable preference shares</p> <p>Issue of further shares not to affect rights of existing members</p> <p>Variation of members' rights</p> <p>Power to pay commission in connection with securities issued</p> <p>Rate of commission in accordance with Rules</p> <p>Mode of payment of commission</p> <p>Issue of certificate</p> <p>Certificate to bear seal</p>
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<p>3.14. Every certificate shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by two directors or by a company secretary wherever the company has appointed a company secretary.</p> <p>3.15. In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.</p> <p>3.16. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its existing shares, debentures and other securities, rematerialise its existing shares, debentures and other securities held in a Depository and/or offer further shares, debentures and other securities in dematerialized form pursuant to Depositories Act, 1996 and Rules framed there under.</p> <p>Notwithstanding anything contained elsewhere in these Articles, where any shares/other securities of the Company are either issued or held in dematerialised form, the rights and obligations of all parties concerned and all matters connected therewith or incidental thereto, shall be governed by the provisions of the Depositories Act, 1996 and/or by the provisions of any other applicable law in force from time to time.</p> <p>3.17. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article may be issued on payment of twenty rupees for each certificate or such amount as may be fixed by the Board</p> <p>3.18. Any person (whether the registered holder of the shares or not) being in possession of any shares certificates for the time being may surrender the said share certificate or certificates to the Company and apply to the Company for the issue of two or more fresh share certificates comprising the same shares, bearing the same distinctive numbers comprised in the said certificate and in such separate lots as he may desire in lieu of such share certificate so surrendered or for the consolidation of the shares comprised in such surrendered certificates into one certificate and the Board shall issue one or more such certificates as the case may be in the name of the person or persons in whose name the original certificate or certificates stood and the new certificate so issued upon payment of fee of twenty rupees for each certificate shall be delivered to the person who surrendered the original certificate or to his order.</p> <p>Where any shares under the powers in that behalf therein contained are sold by the Board and the certificate thereof has not been delivered up to the Company the former holder of the said shares, the Board may issue a new certificate for such shares distinguishing it in such manner as they think fit from the certificate not so delivered up</p> <p>3.19. 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,</p>	<p>One certificate for shares held jointly</p> <p>Company entitled to Dematerialize its Securities</p> <p>Issue of new certificate in place of one defaced, lost or destroyed</p> <p>Splitting and consolidation of share certificates</p> <p>Company not to recognise shares held in trust by any person</p>
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<p>(b) any capital redemption reserve account; and/or (c) any securities premium account; and/or (d) any other Reserve as may be available.</p>	
<p>5. Calls on shares</p> <p>5.1. The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.</p> <p>5.2. Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.</p> <p>5.3. The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances, but no members shall be entitled to such extension save as a matter of grace and favour.</p> <p>5.4. A call may be revoked or postponed at the discretion of the Board.</p> <p>5.5. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.</p> <p>5.6. The joint holders of a share shall be jointly and severally liable to pay all calls or instalments due in respect thereof.</p> <p>5.7. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be determined by the Board.</p> <p>5.8. The Board shall be at liberty to waive payment of any such interest wholly or in part.</p> <p>5.9. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.</p> <p>5.10. In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</p> <p>5.11. The Board - (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by</p>	<p>Board may make calls</p> <p>Notice of call</p> <p>Board may extend time for payment</p> <p>Revocation or postponement of call</p> <p>Call to take effect from date of resolution</p> <p>Liability of joint holders of shares</p> <p>When interest on call or instalment payable</p> <p>Board may waive interest</p> <p>Sums deemed to be calls</p> <p>Effect of non-payment of sums</p> <p>Payment in anticipation of calls may carry interest</p>

<p>him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such as may be agreed upon between the Board and the member paying the sum in advance. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the monies so paid by him until the same would, but for such payment, become presently payable by him.</p> <p>5.12. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalment, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.</p> <p>5.13. Where any calls for further share capital are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class.</p> <p>5.14. For the purposes of this Article, shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.</p> <p>5.15. The money, (if any), which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall, immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.</p> <p>5.16. Neither a judgment nor a decree in favour of the Company for calls or other monies due in respect of any share nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any share either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.</p> <p>5.17. The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company</p>	<p>Instalment on shares to be duly paid</p> <p>Calls on shares of same class to be made on uniform basis</p> <p>Deposit and calls, etc., to be a debt payable immediately</p> <p>Partial payment not to preclude forfeiture</p> <p>Provisions as to calls to apply mutatis mutandis to debentures, etc.</p>
<p>6. Lien</p> <p>6.1. The Company shall have a first and paramount lien: (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company: Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.</p> <p>6.2. 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.</p> <p>6.3. Unless otherwise agreed, the registration of a transfer of shares shall operate as</p>	<p>Company's lien on shares</p> <p>Lien to extend to dividends, etc.</p> <p>Waiver of lien in case of registration</p>

<p>a waiver of the Company's lien. The Board may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.</p> <p>6.4. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien: Provided that no sale shall be made— a) unless a sum in respect of which the lien exists is presently payable; or b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency.</p> <p>6.5. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.</p> <p>6.6. The purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> <p>6.7. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.</p> <p>6.8. The proceeds of the sale after payment of the costs of such sale shall be received by the Company and applied towards payment of such part of the amount in respect of which the lien exists as is presently payable.</p> <p>6.9. The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.</p> <p>6.10. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.</p>	<p>Enforcing lien by sale</p> <p>Validity of sale</p> <p>Purchaser to be registered holder</p> <p>Purchaser not affected</p> <p>Application of proceeds of sale</p> <p>Payment of residual money</p> <p>Outsider's lien not to affect Company's lien</p>
<p>7. Forfeiture of shares</p> <p>7.1. If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.</p> <p>7.2. The notice aforesaid shall: a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call</p>	<p>If call or instalment not paid notice must be given</p> <p>Form of notice</p>

<p>was made shall be liable to be forfeited.</p> <p>7.3. 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. Such forfeiture shall include all dividends declared or any other monies payable in respect of the forfeited shares and not actually paid before the forfeiture.</p> <p>7.4. Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided.</p> <p>7.5. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.</p> <p>7.6. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.</p> <p>7.7. A forfeited share may be sold or otherwise disposed of in such manner as the Board thinks fit.</p> <p>7.8. At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.</p> <p>7.9. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.</p> <p>7.10. All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.</p> <p>7.11. 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.</p> <p>7.12. 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 and that declaration and the receipt of the Company for the consideration, if any,</p>	<p>In default of payment of shares to be forfeited</p> <p>Receipt of part amount or grant of indulgence not to affect forfeiture</p> <p>Entry of forfeiture in Register of Members</p> <p>Effect of forfeiture</p> <p>Sale of forfeited shares</p> <p>Cancellation of forfeiture</p> <p>Members still liable to pay money owing at the time of forfeiture Member still liable to pay money owing at time of forfeiture and interest</p> <p>Cessation of liability</p> <p>Declaration of forfeiture</p> <p>Title of purchaser and transferee of forfeited shares</p>
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<p>given for the shares on the sale or disposition thereof, shall constitute a good title to the share.</p> <p>7.13. The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.</p> <p>7.14. The transferee shall thereupon be registered as the holder of the share.</p> <p>7.15. The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.</p> <p>7.16. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person.</p> <p>7.17. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.</p> <p>7.18. The Board may, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.</p> <p>7.19. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.</p> <p>7.20. The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.</p>	<p>Transferee to be registered as holder</p> <p>Transferee not affected</p> <p>Validity of sale</p> <p>Cancellation of share certificate in respect of forfeited shares</p> <p>Surrender of shares</p> <p>Sums deemed to be calls</p> <p>Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc.</p>
<p>8. Transfer of shares</p> <p>8.1. The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee. 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.</p> <p>8.2. Subject to the provisions of these Articles, shares in the Company may be transferred by an instrument in writing in such form and by such procedure as from time to time may be prescribed by law. Nothing in this Article shall apply to a transfer of securities effected by the transferor and transferee both of whom are entered as beneficial owners in the records of a Depository.</p>	<p>Instrument of transfer to be executed by transferor and transferee</p> <p>Form of Transfer</p>

<p>8.3. The Board may, subject to the right of appeal conferred by the Act decline to register –</p> <p>(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or</p> <p>(b) any transfer of shares on which the Company has a lien.</p> <p>Subject to the provisions of the Act and the provisions of these Articles, or any statutory modification thereof for the time being in force, the Board may, at their own absolute and uncontrolled discretion, and without assigning any reason, decline to register or acknowledge any transfer of shares and, in particular, may so decline such transfer in cases mentioned hereinabove and such refusal shall not be affected by the fact that the proposed transferee is already a member. The registration of a transfer shall be conclusive evidence of the approval of the transfer by the Board.</p>	
<p>8.4. In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless - (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act; (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and (c) the instrument of transfer is in respect of only one class of shares.</p>	Transfer by legal representative
<p>8.5. A transfer of a share in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member, be as valid as if he had been a member at the time of the execution of the instrument of transfer.</p>	Custody of Transfer
<p>8.6. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder or the Listing Regulations, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year.</p>	Transfer of shares when suspended
<p>8.7. The Company shall maintain "Register of Members" in physical or electronic form and shall enter the particulars of every transfer or transmission of any shares and all other particulars of share as required by the Act in such register.</p>	Register of Members
<p>8.8. The Board of Directors may close the register of members or the register of debenture holders or the register of other security holders for any period or periods not exceeding in the aggregate forty-five days in each year, but not exceeding thirty days at any one time, subject to giving of previous notice of at least seven days or such period as may be specified by SEBI by an advertisement in one vernacular newspaper in the principle vernacular language of the district and having wide circulation in the place where the registered office of the Company is situated, and at least one in English language in an English newspaper circulating in that district and having wide circulation in the place where the registered office of the Company is situated and publish the notice on the website of the Company or in such other manner as may be required by the Act, Rules or Regulations in force.</p>	Closure of Register of Members

<p>8.9. The Company shall incur no liability or responsibility whether in consequence of their registering or giving effect to any transfer of shares made or purporting to be made, by any apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right or title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in the book of the Company; but the Company shall nevertheless be at liberty to have regard and attend to any such notice and give effect thereto, if the Board shall think fit.</p> <p>8.10. The provisions of these Articles relating to maintenance of register of members and transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company</p>	<p>Company's right to register transfer to apparent legal owner</p> <p>Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.</p>
<p>9. Transmission of shares</p> <p>9.1. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees (nominated as per section 72 of the Act) 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. The executors or administrators of a deceased member or a holder of a Succession Certificate shall be the only person whom the Company will be bound to recognise as having any title to the shares registered in the name of such member and the Company shall not be bound to recognise such executors or administrators unless such executors or administrators shall have first obtained Probate of will or Letters of Administration as the case may be from a duly Constituted Court in India or Succession Certificate as may be applicable in terms of Indian Succession Act, 1925 and in absence of which, on production of such other documents as the Company may require subject to the provisions of the Act, Rules and regulations in this regard. Provided that if the member is a member of a Joint Hindu family, the Board on being satisfied to that effect and on being satisfied that the shares standing in his name in fact belong to the joint family may recognize the survivors or the Karta thereof as having title to the shares registered in the name of such member after production of such documents as may be prescribed under the Act or Rules or regulations in force and at the discretion of the Board. Notwithstanding anything contained hereinabove, in the event of any holder(s) of shares of the Company making any nomination as per section 72 of the Act, such nominee shall subject to and in accordance with the provisions of the Act, be recognised by the Company as having title to those shares in the event of death of the original holder.</p> <p>9.2. Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</p> <p>9.3. Any person becoming entitled to a share in consequence of the death or</p>	<p>Title to shares on death of a member</p> <p>Estate of deceased member liable</p> <p>Death or insolvency of a member</p>

<p>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.</p> <p>9.4. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.</p> <p>9.5. The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.</p> <p>9.6. If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.</p> <p>9.7. If the person aforesaid shall elect to transfer the share, he shall testify his election by duly executing a transfer deed / securities transfer form in respect of the share (s).</p> <p>9.8. 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.</p> <p>9.9. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.</p> <p>9.10. The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.</p>	<p>Board's right unaffected</p> <p>Indemnity to the Company</p> <p>Right to election of holder of share</p> <p>Manner of testifying election Limitations applicable to Notice</p> <p>Claimant to be entitled to same advantage</p> <p>Provisions as to transmission to apply mutatis mutandis to debentures, etc.</p>
<p>10. Joint Holders</p> <p>10.1. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles.</p> <p>10.2. The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.</p>	<p>Joint-holders</p> <p>Liability of Joint holders</p>

<p>10.3. On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Board may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.</p> <p>10.4. Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.</p> <p>10.5. Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.</p> <p>10.6. Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this sub clause be deemed joint-holders.</p> <p>10.7. The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.</p>	<p>Death of one or more joint-holders</p> <p>Receipt of one joint holder sufficient Delivery of certificate and giving of notice to first named holder</p> <p>Vote of joint holders</p> <p>Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.</p>
<p>11. Buy-back of shares</p> <p>Notwithstanding anything contained in these Articles but subject to applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities</p>	<p>Buy-back of shares</p>
<p>12. General meetings</p> <p>12.1. The Company shall, in addition to any other meetings, hold a General Meeting (herein called as "Annual General Meeting") in accordance with the provisions herein specified and under the Act.</p> <p>12.2. Subject to the provisions of the Act, every Annual General Meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day not being a National Holiday. The meeting shall be held either at the registered office of the Company or at some other place within the city where the registered office is situated as the Board may decide.</p> <p>12.3. All General Meetings other than an Annual General Meeting shall be called Extraordinary General Meeting.</p> <p>12.4. The Board may, whenever it thinks fit, call an Extraordinary General Meeting.</p>	<p>Annual General Meeting</p> <p>Date, place and time of convening an Annual General Meeting</p> <p>Extraordinary General Meeting</p> <p>Powers of Board to call Extraordinary General</p>

<p>12.5. The Tribunal may subject to the provisions of Section 97 and 98 of the Act and the Rules, convene a meeting of members of the Company.</p>	<p>Meeting</p> <p>Powers of the Tribunal to convene General Meeting</p>
<p>13. Proceedings at General Meetings</p> <p>13.1. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting commenced business.</p> <p>13.2. If within half an hour from the time appointed for holding the meeting, the requisite quorum is not present, then the meeting, if called upon the requisition of members, shall stand cancelled and 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 date and such other time and place as the Board may by notice decide by providing the requisite notice of the meeting as prescribed under Section 103 of the Act. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, then the members present shall be the quorum.</p> <p>13.3. The Chairman of the Board shall if willing preside as the Chairman at every General Meeting of the Company.</p> <p>13.4. If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman of the meeting, the Vice Chairman, if any, shall preside over such General Meeting. If the Vice-Chairman is not present within fifteen minutes after the time appointed for holding such meeting or being present he is unwilling to act as Chairman, then the Directors present shall elect one amongst them to be Chairman of the meeting.</p> <p>13.5. If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by show of hands unless a poll or electronic voting is demanded, choose one amongst them to be Chairman of the meeting.</p> <p>13.6. No business shall be discussed or transacted at any General Meeting except election of Chairman whilst the chair is vacant.</p> <p>13.7. At any General Meeting, a resolution put to the vote at the meeting shall be decided by voting through electronic means (remote e-voting and e-voting at the meeting venue) or such other mode as may be prescribed and applicable to the Company pursuant to the provisions of the Act & Rules referred therein and Listing Regulations.</p> <p>13.8. A declaration by the Chairman of the meeting of the passing of a resolution through poll or voting through electronic means and an entry to that effect in the books containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact of passing of such resolution or otherwise, without proof of the number or proportion of the votes cast in favour of or against such resolution.</p> <p>13.9. Where a poll is to be taken or electronic voting facility is granted including for</p>	<p>Quorum at General meeting</p> <p>Proceedings when quorum not present</p> <p>Chairman of the meetings</p> <p>Directors to elect a Chairman</p> <p>Members to elect a Chairman</p> <p>Business confined to election of Chairman whilst chair vacant</p> <p>Matters to be decided at a General Meeting</p> <p>Evidence of passing a resolution</p>

<p>voting through postal ballot, the Chairman of the meeting shall appoint scrutiniser(s) to scrutinise the votes given on the poll/e-voting/voting on ballot paper and to report thereon to him. The manner in which the Chairman of the meeting shall get the poll/voting process scrutinised and report thereon shall be as per Companies (Management and Administration) Rules, 2014 and any amendment thereof. The Chairman shall have power, at any time before the result of the poll/e-voting is declared, to remove a scrutiniser from office and to fill vacancies in the offices of scrutineers arising from such removal or from any other cause.</p> <p>13.10. The books containing the minutes of the proceedings of any General Meeting of the Company or a resolution passed by postal ballot shall: a) be kept at the registered office of the Company; and b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.</p> <p>13.11. The Chairman, and also any person(s) authorised by him or the Board, may take any action before the commencement of any General Meeting, or any meeting of a class of members of the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.</p>	<p>Scrutiniser at poll / e-voting</p> <p>Inspection of minute books of General Meeting</p> <p>Powers to arrange security at Meetings</p>
<p>14. Adjournment of meeting</p> <p>14.1. The Chairman with the consent of any meeting at which a quorum is present (and if so directed by the meeting) adjourn the meeting from time to time and from place to place.</p> <p>14.2. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>14.3. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>14.4. Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p>	<p>Chairman may adjourn the Meeting</p> <p>Business at adjourned meeting</p> <p>Notice of adjourned meeting</p>
<p>15. Voting rights</p> <p>15.1. Subject to any rights or restrictions for the time being attached to any class or classes of shares - a) on a show of hands, every member present in person shall have one vote; and b) on a poll or in e-voting, the voting rights of members (present in person or proxy) shall be in proportion to his share in the paid-up equity share capital of the Company.</p> <p>15.2. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.</p> <p>15.3. In the case of joint holders, the vote of the senior who tenders a vote, whether</p>	<p>Entitlement to vote</p> <p>Voting through electronic means</p> <p>Vote of joint holders</p>

<p>in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.</p> <p>15.4. For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.</p> <p>15.5. 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 (if permitted and applicable to the Company) or on a poll/e-voting, by his Committee or other legal guardian, and any such Committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his legal guardian.</p> <p>15.6. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.</p> <p>15.7. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien</p> <p>15.8 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.</p>	<p>Manner of voting by members of unsound mind and minors</p> <p>Business may proceed pending poll</p> <p>Restriction on voting rights</p> <p>No Objection</p>
<p>16. Proxy</p> <p>16.1. Any member entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a member or not) as a proxy to attend and vote at the meeting on his behalf. A proxy so appointed shall not have the right to speak at such meeting and shall not be entitled to vote except on a poll/e-voting. A person appointed as a proxy shall act on behalf of such member or number of members not exceeding fifty and holding in aggregate not more than ten percent of the total share capital of the Company carrying voting rights or such number as may be prescribed</p> <p>16.2. The instrument appointing a proxy in such form as prescribed in the Rules shall be in writing under the hand of appointer or his attorney duly authorised in writing, or if the appointer is a Company either under the common seal or under the hand of an Officer or attorney so authorised. Proxies together with the power of attorney or any other authorisation document, if any, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.</p> <p>16.3. A vote cast in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed: Provided that no intimation in writing of such death, insanity, revocation of authority shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.</p>	<p>Member may vote in person or otherwise</p> <p>Instrument of Proxy</p> <p>Proxy to be valid notwithstanding death of the Principal</p> <p>Appointment of Proxy</p>

16.4. Member who has not appointed a Proxy to attend and vote on his behalf at a Meeting may appoint a Proxy for any adjourned Meeting, not later than forty-eight hours before the time of such adjourned Meeting	for an adjourned meeting
<p>17. Board of Directors</p> <p>17.1. The First Directors of the Company were:</p> <p>1.Mr.A. Venkatakrishna Reddy 2.Mr.M Ramaraghava Reddy 3. Mr. A.Shyamasundara Reddy</p> <p>17.2. Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an Additional Director, provided the number of the Directors and Additional Directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.</p> <p>17.3. An Additional Director shall hold office up to the date of the next Annual General Meeting of the Company but shall be eligible for appointment by the Company as a Director subject to the provisions of the Act.</p> <p>17.4. The Board may appoint an Alternate Director to act for a Director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an Alternate Director for an Independent Director unless he is qualified to be appointed as an Independent Director under the provisions of the Act.</p> <p>17.5. Notwithstanding anything to the contrary contained in these Articles and pursuant to provisions of the Act and Rules made thereunder, the Board of Directors may from time to time appoint any such person as a "Nominee Director". For the purpose of this clause, "Nominee Director" means a Director nominated by any institution in pursuance of the provisions of any law for the time being in force, or of any agreement, or appointed by any Government, or any other person to represent its interests.</p> <p>17.6. If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors subject to the provisions of the Act.</p> <p>17.7. The Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated.</p> <p>17.8. The Company shall have at least one Director who has stayed in India for a total period of not less than one hundred and eighty-two days in the previous calendar year.</p> <p>17.9. The Company shall have such proportion of Independent Directors in the Board and be appointed in such manner as prescribed by the Act or Rules or the Listing Regulations in force.</p> <p>17.10. The Company shall have a Woman Director on the Board as prescribed by the Act from time to time.</p>	<p>Number of Directors</p> <p>Appointment of Additional Directors</p> <p>Duration of office of Additional Director</p> <p>Appointment of Alternate Director</p> <p>Appointment of Nominee Director</p> <p>Appointment of Director to fill a casual vacancy</p> <p>Duration of office of Director appointed to fill casual vacancy</p> <p>Resident Director</p> <p>Appointment of Independent Directors</p> <p>Woman Director</p>

<p>17.11. The Directors other than those in receipt of any salary from the Company may be paid a sitting fee of such sum as the Board may decide subject to the maximum limits prescribed by the Act or Rules made thereunder from time to time, for every meeting of the Board of Directors or Committee thereof, attended by them. The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.</p>	<p>Sitting fees</p>
<p>17.12. The remuneration payable to the Directors, including any Managing or Whole-time Director or Manager, if any, shall be determined in accordance with and subject to the provisions of the Act.</p> <p>17.13. A Director who is neither in the whole time employment of the Company nor a Managing Director / wholetime director may be paid remuneration – (a) By way of a monthly, quarterly or annual payment subject to the applicable provisions of the Act; or (b) By way of commission if the Company by a special resolution authorises such payment. The remuneration payable to Directors who are neither Managing Directors nor Whole-time Directors shall not exceed,— a) one per cent of the net profits of the Company, if there is a Managing or Whole-time Director or Manager; b) three percent of the net profits in any other case. Provided further that the Company in General Meeting may, with the approval of the Central Government, authorise the payment of such remuneration at a rate exceeding one percent or, as the case may be, three percent of its net profits.</p>	<p>Remuneration of Directors</p>
<p>The aforesaid commission shall be paid among the non-Whole-time Directors in such manner and in such proportion as the Board may determine. If any such Director holds office for a period less than one year during the financial year of the Company, then the said remuneration payable to him shall be computed proportionate to the period for which he has held office during the year.</p> <p>17.14. If any Director, being willing, be called upon to perform extra services, or special exertions or efforts for any of the purposes of the Company, the Board may arrange with such Director for such special remuneration for such extra services or special exertion or efforts either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be in addition to his/her remuneration above provided subject to the limits prescribed under the Act.</p>	<p>Special Remuneration to Directors on Company's business or otherwise performing extra services Travelling and other expenses</p>
<p>17.15. In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid travelling, hotel and other expenses incurred by them— (a) in attending and returning from meetings of the Board of Directors or any Committee thereof or General Meetings of the Company; or (b) in connection with the business of the Company.</p> <p>17.16. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.</p>	<p>Execution of negotiable Instruments</p>
<p>17.17. Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book to be kept for that purpose. In case of Directors participating through Electronic mode, the attendance register shall be deemed to</p>	<p>Attendance</p>

<p>have been signed by the Directors participating through Electronic mode, if their attendance is recorded by the Chairman or the Company Secretary in the Attendance Register and Minutes of the meeting.</p> <p>17.18. Not less than two-third of the total number of Directors of the Company shall be persons whose period of office is liable to determination by retirement of directors by rotation. 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 neither three nor a multiple of three, then the number nearest to one-third shall retire by rotation. The Managing Director(s), Whole-time Director(s) and Independent Director(s) shall not, while they continue to hold that office, be subject to retirement by rotation except to the extent necessary to comply with the provisions of the Act. For the purpose of this Article, 'total number of Directors' shall not include Independent Directors of the Company whether appointed under this Act or any other law for the time being in force.</p> <p>17.19. Subject to the provisions of the Act, the Directors to retire by rotation under the foregoing Article at every Annual General Meeting shall be those 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, in default of and subject to any agreement among themselves, be determined by lot.</p> <p>17.20. The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a General Meeting of the Company, but for no other purpose.</p>	<p>Vacation of office of Director</p> <p>Individual resolution for the appointment of Directors</p> <p>Retirement and Rotation of Directors</p> <p>Directors to act only on certain business when number falls below minimum</p>
<p>18. Powers of Board</p> <p>18.1. The business of the Company shall be managed by the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by these Articles or otherwise authorized to exercise by the statute or otherwise directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Act and other laws and of the Memorandum of Association and these Articles.</p> <p>18.2. Without derogating the powers vested with the Board under these Articles, the Board shall exercise the powers stated in Section 179(3) of the Act and the Rules referred therein only by means of resolutions passed at the meeting of the Board. Provided further that the Board may, by a resolution passed at a meeting, delegate to any Committee of Directors, the Managing Director/ wholetime director, the Manager or any other principal officer of the Company or in the case of a branch office of the Company, the principal officer of the branch office, certain powers as laid out in (d) to (f) of Section 179(3) of the Act and such other powers which may be delegated as prescribed by the Act subject to the conditions laid thereunder.</p> <p>18.3. The Board of Directors shall not except with the consent of the Company at a General meeting exercise the powers specified in Section 180(1) of the Act.</p> <p>18.4. Without prejudice to the powers conferred by these Articles and so as not in any way to limit or restrict these powers, but subject to the restrictions contained in</p>	<p>General powers of the Company vested in Board</p> <p>Powers to be exercised by the Board only at the meeting</p> <p>Consent of the Company necessary for exercise of certain powers Certain powers of the Board</p>

the Clause 18.2 and 18.3 and subject to the provisions of the Act the Board's powers shall include power:

(a) to pay and charge to the capital account of the Company any commission or interest lawfully payable thereout under the provisions of the Act and in these Articles.

(b) to purchase or otherwise acquire for the Company any shares, securities or other property right or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as the Board may think fit.

(c) at their discretion to pay for any property or rights acquired by or services rendered to the Company, either wholly or partially in case, or in shares, bonds, debentures, debenture-stock or other securities of the Company, and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon; and any such bonds debentures, debentures stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(d) to insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they think proper all or any part of the buildings, machinery and goods, stores, produce and other movable property of the Company either separately or on jointly also to insure all or any portion of the goods produce machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.

(e) to open accounts with any bank or bankers or with any permitted person and to pay money into and draw money from any such account from time to time as the Board may think fit.

(f) To secure the fulfilment of any contracts or engagements entered into by the Company, mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they think fit.

(g) To issue securities towards consideration other than cash including but not limited to as consideration or part of the consideration for any contract with or property acquired by the Company or in payment for services rendered to the Company, such conditions as to the transfer thereof as they think fit.

(h) To accept from any member on such terms and conditions as shall be agreed a surrender of his shares or stock, or any part thereof, so far as may be permissible by law.

(i) to appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company and property belonging to the Company or in which it is interested, or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

(j) 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 debts due or of any claims or demands by or against the Company.

(k) To refer any claim or demand by or against the Company or any differences to arbitration and observe and perform any awards made thereon.

(l) To act on behalf of the Company in all matters relating to bankrupts and insolvents.

(m) To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.

(n) To determine from time to time who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purposes.

(o) To invest and deal with any moneys of the Company not immediately required for the purposes thereof; upon such security (not being shares of this Company), or without security and in such manner as they may think fit, and from time to time to vary or realize such investments, provided that save as permitted by Section 187 of the Act, all investment shall be made and held in the Company's name.

(p) to execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or as surety for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, covenants, provisions and agreement as shall be agreed on.

(q) to give to any Director, officer or other person employed by the Company an interest in any particular business or transaction either by way of commission on the gross expenditure thereon or otherwise or a share in the general profits of the Company, and such interest, commission or share of profits shall be treated as a part of the working expenses of the Company.

(r) to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent religious, scientific, national, public, or any other institutions, objects or purposes, or for any exhibition.

(s) before recommending any dividend to set aside out of the profits of the Company, such sums as they may think proper for depreciation, or to a Depreciation Fund, General Reserve, a Reserve Fund, Sinking Fund, Insurance Fund or any special or other fund or funds or account or accounts to meet contingencies, or to repay Redeemable Preference Shares, debentures or debenture stock and for special dividends, and for equalizing dividends, and for repairing, improving, extending and maintaining any part of the property of the Company, and/or for such other purposes, (including the purposes referred to in the last two preceding Sub-Clauses) as the Board may in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside or so much thereof as required to be invested upon such investments (subject to the restrictions imposed by the

<p>Act) as the Board may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purpose as the Director (subject to such restrictions as aforesaid) in their absolute discretion think conducive to the interests of the Company notwithstanding that the matters to which the Board apply or upon which they extend the same or any part thereof may be matters to or upon which the capital moneys of the Company might rightly be applied or expended and to divide the Reserve, General Reserve, or the Reserve Fund into such special funds as the Board may think fit, and to employ the assets constituting all or any of the above funds or accounts, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Redeemable Preference Shares, debentures or debenture-stock and that without being bound to keep the same separate from the other assets, and without being bound to pay or allow to the credit of such fund interest at such rate as the Board may think proper.</p> <p>(t) to appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks agents and employees for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments and require security in such instances and for such amounts as they may think fit. And also without prejudice as aforesaid, from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India in such manner as they think fit shall be without prejudice to the general powers conferred by this Sub-Clause.</p> <p>(u) to comply with the requirements of any local law, which in their opinion shall in the interests of the Company be necessary or expedient to comply with.</p> <p>(v) from time to time and at any time to establish any Committees for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such Local Boards, or any managers, or agents, and to fix their remuneration.</p> <p>(w) subject to the provisions of Section 179 of the Act and these Articles and at any time to delegate to any such Local Board, or any member or members thereof or any managers so appointed any of the powers, authorities and discretions for the time being vested in the Board of Directors, and to authorise the Members for the time being of any such Committee, or any of them to fill up any vacancies therein and to act notwithstanding vacancies; and any such appointment or delegation under this Article may be made on such terms, and subject to such conditions as the Board of Directors may think fit, and the Board of Directors may at any time remove any person so appointed, and may annul or vary any such delegation.</p> <p>(x) generally subject to the provisions of the Act and these Articles to delegate the powers, authorities and discretions vested in the Directors to any person, firm, Company or fluctuating body of persons as aforesaid.</p> <p>(y) subject to the provisions of the Act and these Articles for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company, to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or</p>	<p>Attorney of the Company</p>
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<p>otherwise for the purposes of the Company.</p> <p>18.5. Subject to the provisions of Section 179 of the Act, the Board/ Committee may appoint at any time and from time to time by a power-of-attorney under the Company's Seal any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board in these Articles) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Board think fit) be made in favour of the members, or any of the members of any firm or Company, or the members, Directors, nominees or Managers of any firm or Company or otherwise in favour of any body or persons, whether nominated directly or indirectly by the Board and any such power-of-attorney may contain such provision for the protection or convenience of persons dealing with such attorney as the Board may think fit.</p> <p>18.6. The Board may authorize any such delegate or attorney as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.</p> <p>18.7. The Board shall duly comply with the provisions of the Act and in particular with the provision in regard to the registration of the particulars of mortgages and charges affecting the property of the Company or created by it, and to keep a Register of the Directors, and to send to the Registrar an annual list of members and a summary of particulars relating thereto, and notice of any consolidation or increase of share capital, and copies of special resolutions and a copy of the Register of Directors and notifications of any changes therein in the manner prescribed under the Act</p>	<p>Power to authorise sub-delegation</p> <p>Board's duty to comply with the provisions of the Act</p>
<p>19. Borrowing Powers</p> <p>19.1. The Board of Directors may from time to time raise any money or any monies or sums of money for the purpose of the Company provided that the monies to be borrowed by the Company, together with the money already borrowed apart from temporary loans obtained from the Company's bankers in the ordinary course or business shall not without the sanction of the Company at a General Meeting 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 and in particular but subject to the provisions of Section 179 of the Act, the Board may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purpose of the Company, by the issue of debentures perpetual or otherwise including debentures convertible into shares of this or any other Company or perpetual annuities and security of any such money so borrowed, raised, or received, mortgage, pledge or charge, the whole or any part of the property, assets, or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale of the property except uncalled capital and other powers as may be expedient and to purchase, redeem or pay off any securities. Provided that every resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow as stated above shall specify the total amount up to which monies may be borrowed by the Board of Directors.</p>	<p>Powers to borrow</p>

<p>19.2. The Directors may by a resolution of a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a Committee of Directors or the Managing Directors/ whole time Directors if any, within the limits prescribed.</p>	<p>Delegation of borrowing powers</p>
<p>19.3. Subject to the provisions of the Act, the Board may, from time to time, at their discretion, borrow monies in such mode as the Board may deem fit.</p>	<p>Mode</p>
<p>19.4. The Board, may, out of the profits of the Company available for payment of dividend, set aside such sums as prescribed by the Act and the Rules for the purpose of redemption of debentures which may be issued by the Company in such amounts at such premium in such manner and for such period as the Board may think expedient.</p>	<p>Redemption Reserve</p>
<p>19.5. 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.</p>	<p>Assignment of Debenture</p>
<p>19.6. Without prejudice to the provisions of the above mentioned clause 1, 2 & 3, any such debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, drawings, allotment of shares of the Company. Provided that debentures, debenture-stock, bonds or other securities with the right to allotment or conversion into shares shall not be issued except with the sanction of the Company in General Meeting. Any trust deed for the securing of any debenture/ debenture -stock and/or any mortgage deed and/or other bond for securing payment of monies borrowed by or due by the Company and/or any contract or any agreement made by the Company with any person, firm, body corporate, Government or authority who may render or agree to render any financial assistance to the Company by way of loans advanced or by guaranteeing of any loan borrowed or other obligations of the Company or by subscription to the share capital of the Company or provide assistance in any other manner, may provide for the appointment, from time to time, by any such mortgagee, lender, trustee or holders of debentures or contracting party as aforesaid, or one or more persons to be a Director or Directors of the Company. Such trust deed, mortgage deed, bond or contract may provide that the person appointing a Director as aforesaid may from time to time remove any Director so appointed by him and appoint any other person in his place and reviewed for filling up any casual vacancy created by such person vacating office as such Director. Such power shall determine and terminate on the discharge or repayment of the respective mortgage, loan or debt or debentures or on the termination of such contract and any person so appointed as Director under mortgage or bond or debenture trust deed or under such contract shall cease to hold office as such Director on the discharge of the same. Such appointment and provision in such document as aforesaid shall be valid and effective as if contained in these presents.</p>	<p>Terms of Debenture issue</p>
<p>19.7. The Board shall cause a proper register to be kept, in accordance with the Act, or all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified and otherwise.</p>	<p>Register of charges or mortgages</p>
	<p>Subsequent assignees of uncalled capital</p>

<p>19.8. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge there on shall take the same subject to such prior charge and shall not be entitled, by notice to the shareholders or otherwise to obtain priority over such prior charge.</p> <p>19.9. If the Directors or any of them or any other persons, shall become personally liable for the payment of any sum primarily due from the Company, the 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 persons so becoming liable as aforesaid from any loss in respect of such liability.</p>	<p>Charge in favour of Directors for indemnity</p>
<p>20. Proceedings of the Board</p> <p>20.1. The Board of Directors may meet for the conduct of business from time to time and shall so meet at least once in every three months and at least four such meetings shall be held in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board and may adjourn and otherwise regulate its meetings, as it deems fit.</p> <p>20.2. Any Director may, at any time summon a meeting of the Board, and Secretary or any person authorised by the Board in this behalf, on the requisition of a Director, shall convene a meeting of the Board in consultation with the Chairman or in his absence, the Managing Director or in his absence, the Whole-time Director.</p> <p>20.3. 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. Provided that 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.</p> <p>20.4. The participation of Directors in a meeting of the Board may be either in person or through video conferencing or audio visual means, as may be prescribed by the Rules or permitted under law.</p> <p>20.5. The quorum for a Board meeting shall be one-third of its total strength or two Directors, whichever is higher, and the participation of the Directors by video conferencing or by other audio visual means shall also be counted for the purposes of quorum as provided in the Act. Where at any time the number of interested Directors as specified under Section 184 of the Act is equal to or exceeds two-thirds of the total strength of the Board, the number of Directors who are not interested Directors and present at the meeting, being not less than two, shall be the quorum during such time. For the purpose of this clause, 'total strength' shall not include Directors whose places are vacant.</p> <p>20.6. Where a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned to the same day at the same time and place in the next week or if that day is a national holiday, till the next succeeding day,</p>	<p>When meeting to be convened</p> <p>Who may summon Board meeting</p> <p>Notice of Board meeting</p> <p>Participation at Board meetings</p> <p>Quorum for Board meetings</p> <p>Adjournment for want of quorum</p>

which is not a national holiday, at the same time and place.	
20.7. The Directors may from time to time elect a Chairman of the Board.	Chairman
20.8. All the meetings of the Directors shall be presided over by the Chairman if present, but if at any meeting of Directors the Chairman is not present at the time appointed for holding the same, the Vice-Chairman, if present shall preside and if he be not present at such time or is unwilling to act as a Chairman then the Directors shall choose one of the Directors then present to preside at the meeting.	Who to preside at the meetings of the Board
20.9. Save as otherwise expressly provided in the Act, a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles of the Company for the time being vested in or exercisable by the Directors generally and all matters arising at any meeting of the Board shall be decided by a majority of votes.	Matters at Board meeting how decided
20.10. In case of an equality of votes, the Chairman of the Board, if any, shall have a second or casting vote.	Casting vote of Chairman at Board meeting
20.11. The Board may delegate any of their powers to Committees (subject to the provisions of the Act) consisting of such number or numbers of their body as they think fit and they may from time to time revoke or discharge any such Committee either wholly or in part, and either as to persons or purposes.	Committees
20.12. The participation of Directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means, as may be prescribed by the Rules or permitted under law.	Participation at Committee Meetings
20.13. A Committee may elect a Chairman of its meetings unless the Board, while constituting a Committee, has appointed a Chairman of such Committee.	Chairman of Committee
20.14. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairman of the meeting.	Who to preside at meetings of Committee
20.15. A Committee may meet and adjourn as it thinks fit.	Committee to meet
20.16. Matters arising at any meeting of a Committee shall be determined by a majority of votes of the members present unless otherwise stated in the Act	Matters at Committee meeting how decided
20.17. In case of an equality of votes, the Chairman of the Committee shall have a second or casting vote.	Casting vote of Chairman at Committee meeting
20.18. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.	Acts of Board or Committee valid notwithstanding defect of appointment
	Passing of resolution

<p>20.19. Subject to the provisions of the Act, a resolution in writing, signed, whether manually or by electronic mode or approved electronically through e-mail or any other permitted mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.</p> <p>20.20. The Board shall cause minutes of the meetings of the Board of Directors and of Committees of the Board to be duly entered in a book or books provided for the purpose in accordance with the relevant provisions of Section 118 of the Act. The minutes shall contain a fair and correct summary of the proceedings at the meeting including the following: (a) the names of the Directors present at the meetings of the Board of Directors or of any Committee of the Board; (b) in the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution. All such minutes of the meetings of the Directors, or of any Committees shall be signed by the Chairman of such meeting or the Chairman of the next succeeding meeting and all the minutes purported to be so signed shall for all purposes whatsoever be prima facie evidence of the actual passing of the resolutions recorded. The Chairman of the Meeting may exclude at his absolute discretion such of the matters as are or would reasonably be regarded as defamatory of any person, irrelevant, or immaterial to the proceedings or detrimental to the interests of the Company.</p>	<p>by circulation</p> <p>Minutes of the proceedings of Board of Directors and Committees to be kept</p>
<p>21. Managing Director</p> <p>21.1</p> <p>(a) Subject to the control and supervision of the Board of Directors, the business of the Company shall be carried on by one or more Managing Directors. The Board may from time to time resolve to appoint one or more Managing Directors subject to the approval of the shareholders provided that such appointments shall not be made for a term of more than five years at a time or such term as prescribed by the Act.</p> <p>(b) If a Managing Director ceases to hold office as Director he shall ipso facto and immediately cease to be a Managing Director.</p> <p>(c) In the event of any vacancy arising in the office of a Managing Director or if the Board resolve to increase the number of Managing Directors, the vacancy shall be filled by the Board of Directors and the Managing Directors so appointed shall hold the office for such period as the Board of Directors may fix.</p> <p>21.2 Where there is more than one Managing Director, the Board may, for the limited purpose of reference, designate any of them as Joint Managing Director or in any other manner as it may deem fit.</p> <p>21.3 A Managing Director may, each of them, be paid for their respective services such remuneration (whether by way of salary, perquisites, commission or participation in profits, or otherwise or partly in one way and partly in another) as the Board with the approval of the members in General Meeting may determine.</p> <p>21.4 All powers and duties vested in the Managing Directors for the time being in accordance with the provisions of these presents or by a resolution of the Board of</p>	<p>Business to be carried on by the Managing Director</p> <p>More than one Managing Director</p> <p>Remuneration of Managing Director</p> <p>Powers to be exercised severally</p>

<p>Directors may be exercised by any one of them.</p> <p>21.5 The Managing Directors shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint part-time employees in connection with management of the affairs of the Company and shall be entitled to be paid by the Company for any remuneration that they may pay to such part-time employees.</p> <p>21.6 The Managing Directors, shall, subject to the supervision and control of the Board have power to do all acts and things which the Managing Directors shall think usual necessary or desirable in the management of the affairs of the Company. Provided that the Managing Directors shall not exercise the power to</p> <ul style="list-style-type: none"> i. make calls on shareholders in respect of moneys unpaid on the shares of the Company; ii. borrow moneys or make loans except within the limits previously fixed by the Directors at a Board Meeting; iii. invest funds of the Company within the limits previously fixed by the Board at the meeting. iv. To perform such other acts, things, deeds, matters as may be required for carrying on the operations of the Company. 	<p>Expenses to be charged to the Company</p> <p>Power of Managing Directors</p>
<p>22. Whole-time Directors</p> <p>22.1. The Board of Directors may appoint one or more persons, as Whole-time Director(s) and may designate them as Executive Chairman, Executive Director, President, Chief Executive Officer or any other appropriate designation as the Board may deem fit.</p> <p>22.2. The Whole-time Director(s) shall function subject to the supervision and control of the Board of Directors and exercise such powers as conferred on them by the Board.</p> <p>22.3 A Whole-time Director may be paid such remuneration (whether by way of salary, perquisites, commission or participation in profits, or otherwise or partly in one way and partly in another) as the Board with the approval of the members in General Meeting may, subject to the provisions of Section 196, 197 of the Act and Rules referred therein, or any other law applicable for the time being in force in that behalf, determine.</p>	
<p>23. Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer</p> <p>23.1. Subject to the provisions of the Act,— 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; and any Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution of the Board.</p> <p>23.2. A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.</p> <p>23.3 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</p>	<p>Chief Executive Officer, Company Secretary, Manager and Chief Financial Officer etc.</p> <p>A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</p>

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	
<p>24. Dividends and Reserve</p> <p>24.1. The Company in General Meeting may subject to Section 123 of the Act declare dividends to be paid to members, but no dividend so declared shall exceed the amount recommended by the Board.</p> <p>24.2. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.</p> <p>24.3. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.</p> <p>24.4. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.</p> <p>24.5. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid up on the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this Article as paid on the share.</p> <p>24.6. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.</p> <p>24.7. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.</p> <p>24.8. Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post or such other manner as may be directed by the applicable laws, directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.</p> <p>24.9. Every such cheque or warrant, if paid in physical form, shall be made payable</p>	<p>Company in General Meeting may declare dividends</p> <p>Interim dividends</p> <p>Setting aside sums for reserve</p> <p>Carry forward of profits</p> <p>Proportion of Dividend</p> <p>Dividends to be apportioned</p> <p>No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom</p> <p>Retention of dividends Dividend how remitted</p> <p>Instrument of payment</p>

<p>to the order of the person to whom it is sent.</p> <p>24.10. Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made. Further, in case of joint holders, dividend paid to the first holder shall be an effective discharge.</p> <p>24.11. No dividend shall bear interest against the Company.</p> <p>24.12. Notice of any dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to the shares therein mentioned. No unclaimed or unpaid dividends shall be forfeited by the Board.</p> <p>The Board shall comply with applicable provisions of the Act in respect of any unclaimed or unpaid dividend including transfer of such dividends (and shares thereto) thereto to the Investor Education and Protection Fund in the manner as may be prescribed from time to time.</p>	<p>Discharge to Company</p> <p>No interest on dividends</p> <p>Waiver of dividends</p> <p>Unclaimed or Unpaid Dividend</p>
<p>25. Capitalisation of profits</p> <p>25.1. The Company by resolution, as prescribed under the Act, in General Meeting may, upon the recommendation of the Board, resolve — (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p> <p>25.2. A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;</p> <p>25.3. The Board shall give effect to the resolution passed by the Company in pursuance of this Article.</p> <p>25.4. Whenever such a resolution as aforesaid shall have been passed, the Board shall - a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and b) generally do all acts and things required to give effect thereto.</p> <p>25.5. The Board shall have power— a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may</p>	<p>Capitalisation</p> <p>Powers of the Board for capitalisation</p> <p>Board's power to issue fractional certificate/ coupon etc.</p> <p>Agreement binding on members</p>

<p>be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.</p> <p>25.6. Any agreement made under such authority shall be effective and binding on such members.</p>	
<p>26. Accounts</p> <p>26.1. The Company shall keep at its registered office proper books of account and other relevant books and papers and financial statements for every financial year which give a true and fair view of the state of its affairs, including that of its branch office(s), if any. The Board of Directors may decide to keep all or any of the books of account aforesaid and other relevant papers at such other place in India as it may decide subject to the provisions of Section 128 of the Act and the Rules referred therein.</p> <p>26.2. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board or by the Company in General Meeting.</p> <p>26.3. The financial statements of the Company shall be approved by the Board of Directors before they are signed on behalf of the Board by the Chairman of the Company where he is authorised by the Board or by two Directors out of which one shall be Managing Director / wholetime director and the Chief Executive Officer, if he is a Director in the Company, the Chief Financial Officer and the Company Secretary of the Company.</p> <p>26.4. The Auditors' report shall be attached to every financial statement.</p> <p>26.5. The report by the Board of Directors containing matters as prescribed under Section 134 of the Act and the Rules referred therein shall be signed in the manner prescribed in the Act and be annexed to the financial statements laid before a Company in a General Meeting.</p>	<p>Books of accounts to be kept</p> <p>Authentication of Financial Statements</p> <p>Auditors' Report</p> <p>Board's report to be attached to the Financial Statements</p>
<p>27. Registers</p> <p>27.1. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name, register of contracts and arrangements and such other registers as may be prescribed from time to time for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection between 11 a.m. and 1 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.</p>	<p>Statutory registers</p>

<p>27.2. The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit with respect to the keeping of any such register.</p>	Foreign register
<p>28. Winding up</p> <p>28.1. If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanctions required under the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.</p> <p>28.2. 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.</p> <p>28.3. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability</p>	Winding up of Company
<p>29. Indemnity and Insurance</p> <p>29.1. Subject to the provisions of the Act, every Director, Managing Director, Manager, Whole-time Director, Chief Financial Officer, Company Secretary or any other officer for the time being of the Company shall be indemnified by the Company against any liability and it shall be the duty of the Board to pay out of the funds of the Company, all costs, losses and expenses (including travelling expenses) which any such officer may incur or become liable to by reasons of any contract entered into or act done, concurred in or omitted in or about the execution of his duty or supposed duty in his office and advice except such (if any) as he shall incur through his own wilful neglect or default respectively and no such officer shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity or for any bankers or other persons with whom any money or assets belonging to the Company shall or may be lodged or deposited for safe custody or for any loss, misfortune or damage which may happen in the execution of his office or advice or in relation thereto unless the same shall happen by or through his own wilful neglect or default.</p> <p>29.2. Subject as aforesaid, every Director, Managing Director/wholetime director, Manager, Company Secretary, Chief Financial Officer or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under Section 463 of the Act in which relief is given to him by the Court.</p> <p>29.3. The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors and Officers for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.</p>	<p>Directors and officers right to indemnity</p> <p>Insurance</p>
<p>30. General Power</p> <p>Wherever in the Act or Rules, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its Articles, then and in that case this Article</p>	General power

authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.	
31. Secrecy No member shall be entitled to visit any works of the Company without the permission of the Board or to require discovery of or any information respecting any detail of the Company's working, trading or any matter which is or may be in the nature of a secret, mystery of trade or secret process, which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate to the public.	Secrecy

Names, Signatures, Occupations, Addresses, and Father's names of Subscribers	Signature, Occupation, Address, and Father's Name of witness
<p>1. A. Venkatakrishna Reddy S/o Late A Jayarami Reddy 36, Prithvi Avenue Madras 600 018.</p> <p>Sd/-A.VENKATAKRISHNA REDDY</p> <p>2. A.Shyamasundara Reddy S/o. Late A.Jayarami Reddy Bazaar Street, Gudur, Nellore Dist (A.P)</p> <p>Sd/-A.SHYAMASUNDARA REDDY</p> <p>3. M.Ramaraghava Reddy S/o Late M.Dasaradharami Reddy Janakirampet Gudur, Nellore, Dist. (A.P)</p> <p>Sd/-M.RAMARAGHAVA REDDY</p>	<p>SD/-C.V.NARASIMHAN S/o Late N.C.Venkatachari Accountant Hotel Savera Mylapore Madras – 600 004.</p>