

Co. No. 04-27025
FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON
CHANGE OF NAME
IN THE OFFICE OF THE REGISTRAR OF COMPANIES, GUJARAT,
DADRA AND NAGAR HAVELI.
[Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF

VASUDEV TEXTILE INDUSTRIES LIMITED

I certify that

VASUDEV TEXTILE INDUSTRIES LIMITED

which was originally incorporated on **08/08/1995** under the Companies Act, 1956 and under the name

KARNAVATI FINCAP PRIVATE LIMITED

having duly passed the necessary resolution in terms of Section 21/31/44 of the Companies Act, 1956, on **29/10/2002** and the approval of the Central Government signifies in writing having been accorded thereto by the Registrar of Companies, Gujarat, vide his letter dated **25/11/2002** in terms of Government of India, Ministry of Law, Justice & Company Affairs (Department of Company Affairs) Notification No. GSR 507(E) dated 24-06-1985 the name of the said Company is this day changed to

ASIAN GRANITO INDIA LIMITED

and this certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at **AHMEDABAD.**

Dated this **25th NOVEMBER, 2002.**



Sd/-
[B. N. HARISH]
REGISTRAR OF COMPANIES,
GUJARAT
DADRA & NAGAR HAVELI

Co. No. 04-27025
FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON
CHANGE OF NAME
IN THE OFFICE OF THE REGISTRAR OF COMPANIES, GUJARAT,
DADRA AND NAGAR HAVELI.
[Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF

PANCHARIYA TEXTILE INDUSTRIES LIMITED

I certify that

PANCHARIYA TEXTILE INDUSTRIES LIMITED

which was originally incorporated on **08/08/1995** under the Companies Act, 1956 and under the name

KARNAVATI FINCAP PRIVATE LIMITED

having duly passed the necessary resolution in terms of Section 21/31/44 of the Companies Act, 1956, on **01/07/2000** and the approval of the Central Government signifies in writing having been accorded thereto by the Registrar of Companies, Gujarat, vide his letter dated **28/07/2000** in terms of Government of India, Ministry of Law, Justice & Company Affairs (Department of Company Affairs) Notification No. GSR 507(E) dated 24-06-1985 the name of the said Company is this day changed to

VASUDEV TEXTILE INDUSTRIES LIMITED

and this certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at **AHMEDABAD.**

Dated this **28th JULY, 2000.**



Sd/-
[S. K. MANDAL]
REGISTRAR OF COMPANIES,
GUJARAT
DADRA & NAGAR HAVELI

Co. No. 04-27025

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON
CHANGE OF NAME
IN THE OFFICE OF THE REGISTRAR OF COMPANIES, GUJARAT,
DADRA AND NAGAR HAVELI.
[Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF

KARNAVATI FINCAP LIMITED

I certify that

KARNAVATI FINCAP LIMITED

which was originally incorporated on **08/08/1995** under the Companies Act, 1956
and under the name

KARNAVATI FINCAP PRIVATE LIMITED

having duly passed the necessary resolution in terms of Section 21/31/44 of the
Companies Act, 1956, on **08/01/1999** and the approval of the Central Government
signifies in writing having been accorded thereto by the Registrar of Companies,
Gujarat, vide his letter dated _____ in terms of Government of India,
Ministry of Law, Justice & Company Affairs (Department of Company Affairs)
Notification No. GSR 507(E) dated 24-06-1985 the name of the said Company
is this day changed to

PANCHARIYA TEXTILE INDUSTRIES LIMITED

and this certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at **AHMEDABAD.**

Dated this **18th MARCH, 1999.**



Sd/-
[B. C. MEENA]
ASSTT. REGISTRAR OF COMPANIES,
GUJARAT
DADRA & NAGAR HAVELI

Co. No. 04-27025

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON
CHANGE OF NAME
IN THE OFFICE OF THE REGISTRAR OF COMPANIES, GUJARAT,
DADRA AND NAGAR HAVELI.
[Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF

KARNAVATI FINCAP PRIVATE LIMITED

I certify that

KARNAVATI FINCAP PRIVATE LIMITED

which was originally incorporated on **08/08/1995** under the Companies Act, 1956
and under the name

KARNAVATI FINCAP PRIVATE LIMITED

having duly passed the necessary resolution in terms of Section 21/31/44 of the
Companies Act, 1956, on **12/08/1995** and the approval of the Central Government
signifies in writing having been accorded thereto by the Registrar of Companies,
Gujarat, vide his letter dated _____ in terms of Government of India,
Ministry of Law, Justice & Company Affairs (Department of Company Affairs)
Notification No. GSR 507(E) dated 24-06-1985 the name of the said Company
is this day changed to

KARNAVATI FINCAP LIMITED

and this certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at **AHMEDABAD.**

Dated this **29th August, 1995.**



Sd/-
[S. N. MISRA]
Asstt. Registrar of Companies,
Gujarat
DADRA & NAGAR HAVELI



FORM I.R.

CERTIFICATE OF INCORPORATION

Co. No. 04-27025

I HEREBY CERTIFY THAT **KARNAVATI FINCAP
PRIVATE LIMITED** IS THIS DAY INCORPORATED
UNDER THE COMPANIES ACT, 1956 (NO.1 OF 1956)
AND THAT THE COMPANY IS LIMITED.

GIVEN UNDER MY HAND AT **AHMEDABAD**
THIS **EIGHTH** DAY OF **AUGUST** ONE
THOUSAND NINE HUNDRED NINETY FIVE.



Sd/-
[S. N. MISRA]
Asstt. Registrar of Companies
GUJARAT
Dadra & Nagar Haveli

MEMORANDUM OF ASSOCIATION

**THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
ASIAN GRANITO INDIA LIMITED****

- I. The name of the Company is **ASIAN GRANITO INDIA LIMITED**.
- II. The Registered Office of the Company will be situated in the State of Gujarat.
- [A] THE MAIN OBJECT OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION IS**

- *i. To carry on in India or elsewhere in the world with or without collaboration the business to manufacture, prepare, process, crush, cut, clean, blend, mix, excavate, pack, repack, design, store, paint, sell, purchase, trade, market, import, export, job work to act as manufacturer representatives and otherwise deal in tiles, glaze tiles, ceramic tiles, mosaic tiles, floor tiles, marble tiles, all kind of marbles, cement tiles, wall tiles, granite tiles, skirtings, china tiles, roofing tiles, porcelain tiles, and ceramic products and other by products related to it whether made of gypsum, lime, stone, porcelain, sand, ores, cement, concrete, asbestos, china-clay, chemical, stone, stone powder, canvas, glass, fibre and other man made synthetic or natural material, any combination and any raw materials and machinery thereof, all kinds of C.P. fitting including sewer pipes, drain pipes, concrete pipes related to sanitary wares of all kinds of sanitary wares including pedestal basin, water closet, urinals, wall mounted bathroom accessories, bip tap, pillar tap, automatic sensor faucet, wall mixer tap, adjustable shower, bathroom mirror, tooth brush holder, soap holder and towel ring, chromium plated nipple, chromium plated elbow, chromium plated plug, chromium plated end cap, cable glands, dc tape clip, pipe earthing clip, tape clip and chromium plated socket, washers, spring washers, plain washers, industrial washers, automotive washers of other related items thereto.
- ii. To establish, own, run, maintain, generate, accumulate, receive, produce, improve, promote, develop, operate, employ, convert, transmit, distribute, handle, protect, buy, sell, re-sell, acquire, use, supply, lease and to act as agent, broker, distributor, supplier, representative, consultant, collaborator, vendor, buyer, seller, exporter, importer or otherwise to deal in electric / wind power or any other energy in all its branches or such place or places as may be permitted by appropriate authorities by the establishment of wind power plants, wind mills, wind and tidal waves, wind turbine generators, thermal power plants, hydraulic power plants, atomic power plants, solar power plants and other power plants based on conventional / nonconventional and any other source of energy.

* **Amended vide order No. O/21269-21270/2016 of High court of Gujarat dated 16th June, 2016 sanctioning the Scheme of Amalgamation of Artistique Ceramics Private Limited into Asian Granito India Limited and their respective shareholders and creditors.**

- ** 1. **Amended vide resolution passed on 12.08.1995 in respect of change of name of the Company from Karnavati Fincap Private Limited to Karnavati Fincap Limited w.e.f. 29.08.1995**
2. **Amended vide resolution passed on 08.01.1999 in respect of change of name of the Company from Karnavati Fincap Limited to Panchariya Textile Industries Limited w.e.f. 18.03.1999.**
3. **Amended vide resolution passed on 01.07.2000 in respect of change of name of the Company from Panchariya Textile Industries Limited to Vasudev Textile Industries Limited w.e.f. 28.07.2000.**
4. **Amended vide resolution passed on 29.10.2002 in respect of change of name of the Company from Vasudev Textile Industries Limited to Asian Granito India Limited w.e.f. 25.11.2002.**

MEMORANDUM OF ASSOCIATION

[B] THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS ARE :

1. To acquire, build, construct, improve, develop, give or take in exchange or on lease, rent, hire, occupy, allow, control, maintain, operate, run, sell dispose off, carry out or alter as may be necessary or convenient any leasehold or freehold lands, movable or immovable properties, including building, workshops, warehouses, stores, easements or other rights, machineries, plant work stock in trade, industrial colonies, together with all modern amenities and facilities such as housing, Schools, hospitals, water supply, sanitation townships and other facilities or properties which may seem calculated directly or indirectly to advance the Company's objects and interest either in consideration of a gross sum of a rent charged in cash or services.
2. To apply for, purchase, acquire and protect, prolong and renew in any part of the world any patent rights d'invention, licenses, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions or rights which the Company may acquire or proposes to acquire.
3. To establish, provide maintain and conduct or subsidies research laboratories and experimental workshops for scientific and technical researches, experiments and tests of all kinds and devices and/or to sponsor or draw out programmes for promoting scientific, social, economic and educational research and development and assist in the execution and promotion of such programmes either directly or through an independent agency or in any other manner, directly or indirectly and to secure such approvals, exemptions and/or recognitions under the Income Tax Act, 1961 and any other law for the time being in force and to promote studies and researches both scientific and technical investigations, endowing or assisting laboratories, workshops libraries, lectures, meetings and conferences and by providing or contributing to the award of scholarships prizes, grants to students and generally to encourage, promote invention of any kind that may be considered useful to the Company.
4. To form, incorporate, promote, purchase, acquire, undertake or takeover, the whole or any part of the business, profession, goodwill, assets, properties (movable or immovable), contracts, agreements, rights, privileges, effects, obligations and liabilities of any person, firm, or company or companies carrying on all or any of or proposing to carry on or ceasing to carry on any business, profession or activities which the Company is authorised to carry on or the acquisition of all or any of the properties, rights and assets of any company or subject to the provisions of the Companies Act 1956 the control and management of the undertaking of the acquisitions of any other objects which in the opinion of the Company could or might directly or indirectly be beneficial or advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or any manner, it shall think fit for services rendered or to be rendered for and in respect of such promotion or incorporation or takeover or acquisition or in obtaining subscription of the placing of any shares, stock, bonds, debentures, obligations or securities of any such company or companies, subject to the provisions of the Companies Act, 1956.
5. To procure registration, incorporation or recognition of the company in any country, state or place and to establish and regulate agencies for the purpose of the Company's business and to apply or join in applying to any parliament, local government, municipal or other authority or body, Indian or foreign for any rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any bills, proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.
6. To enter into partnership or any arrangement for sharing or pooling profits, amalgamations, union of interest, cooperation, joint venture, reciprocal concessions or to amalgamate with any person or company carrying in or engaged in or about to carry on or engaged in any business, undertaking or transactions which this Company is authroised to carry on or engaged in, any

MEMORANDUM OF ASSOCIATION

business, undertaking or transactions which may seem capable of being carried on or conducted, so as directly or indirectly, to benefit the Company.

7. To amalgamate, merge or absorb with any other company or companies or to form, promote subsidiaries having object altogether or in part similar to those of this Company.
8. To manage, sell, dispose of, deal, let, mortgage, exchange, redeem, underlet grant leases, licenses, easements or turn to account or deal with in any manner the whole of the undertaking or any properties (movable or immovable) assets, rights, and effects of the Company or any part thereof, on such terms and for such purposes and for such consideration as the company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company and in the event of winding up of the Company to distribute among the members in specie or kind any properties or assets of the Company or any proceeds of sale of disposal of any properties of the company, subject to the provisions of the Companies Act, 1956.
9. To enter into arrangements with any government or authorities municipal, local or any persons or company in India or abroad that may seem conducive to the objects of the Company or any of them and to apply for, secure, acquire, obtain from any such government, authority, persons or company and rights, privileges, powers, authority, charters, contracts, licenses, concessions, grants, decrees, rights which the Company may think desirable.
10. To pay all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital and charges in connection therewith and to remunerate or make donations (by cash or other assets or to remunerate by allotment of fully or partly paid shares or by a call or option on shares, debentures, debenture-stocks of this or any other company or in any other manner, whether out of the company's capital or profits) or any person, firm, company or assisting to place or guaranteeing the subscription of shares, debentures, debentures stock or other security of the company or in or about the formation or promotion of the company or for any other reason which the Company may think fit subject to the provisions of the Companies Act, 1956.
11. To promote or join in the promotion of any company or companies including subsidiary companies (wholly owned or partly owned) for the purpose of acquiring all or any of the properties, right and liabilities of the Company or for any other purposes which may seem directly or indirectly calculated to benefit to the Company and to underwrite shares and securities therein.
12. Subject to Section 58A of the Companies Act, 1956 and the rules framed thereunder and the directives issued by the Reserve Bank of India, to receive money or deposits or on loans or as grants and/or to invest, advance, deposit or land money to any person, firm, association, society, company or corporation or any government or semi government agencies on interest and on such security as may seem expedient or without any security and in particular to members or customers and others having or likely to have dealing with the Company and to guarantee the performance of contracts by and such persons or companies.
13. Subject to Section 58A of the Companies Act, 1956 and the rules framed thereunder and the directives issued by the Reserve Bank of India, to borrow or raise money, or to receive or to take money on loan on interest from banks, financial institutions, government agencies, co-operative societies, persons, companies, firms in such manner as the Company may think fit and in particular by the issue of debenture, debenture-stock, perpetual including debentures or debenture stock convertible into shares of this Company or perpetual annuities and security of any such money borrowed, raised or received, to mortgage, pledge, hypothecate or charge the whole or any part of the properties (movable or immovable) assets or revenue of the Company present or future including its uncalled capital by special assignments or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may be deemed expedient and to purchase, redeem or pay off any such securities.

MEMORANDUM OF ASSOCIATION

The Company shall not carry on any banking or insurance business which may fall within the preview of Banking Regulation Act, 1949 or the Insurance Act, 1938, respectively.

14. To make, draw, accept, endorse, discount, execute, negotiate, assign and issue cheques, promissory notes, drafts, hundies, bonds, railways receipts, bills or exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
15. To guarantee the payment of money secured or unsecured by or payable under or in respect of any promissory notes, bonds, debenture stocks, contracts, mortgages, charges, obligations, instruments, and securities of any company or of authority, central, state, municipal, local or of any person whomsoever whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts of obligations.
16. To guarantee or become liable for the performance of the obligations and the payment of interest on any debentures or securities of any company, corporation or association or persons in which such guarantees may be considered beneficial or advantageous, directly or indirectly to further the objects of the Company or the interest to the members.
17. Subject to the provisions of the Companies Act, 1956 to accumulate funds and to invest or deal in with and invest money belonging to the Company in any deposits, shares, stocks, debenture stocks, bonds, obligations, or securities by original subscription in syndicates having similar objects and to tender, purchase, exchange and to subscribe for the same conditionally and to guarantee the subscription thereof and to exercise and enforce all the rights and powers conferred by or incidental to the ownership thereof.
18. To open and operate current, overdrafts, loan, cash credit or deposit or any other type of accounts with any banks, company, firm, association or person.
19. To establish, continue and support or aid in the establishment of cooperative societies, association and other institutions, funds, trusts, amenities and conveniences calculated to benefit or indemnify or insure employees or ex-employees of the Company or Directors or ex-Directors of the Company or the dependent or connections of such persons and as its discretion to construct, maintain, buildings, houses, dwelling or chawls or grant bonus pensions and allowance and to make payments towards insurance and to pay for charitable or benevolent objects, also to remunerate or make donations by cash or other assets or to remunerate by the allotment of shares credited as fully or partly for services rendered or to be placing or assisting to place any shares in the Company's capital or any debentures, debenture stock or other securities of Company in or about the formation or promotion of the Company or the conduct of its business.
20. To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare or uplift of the public in any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.
21. To undertake, carry out, promote and sponsor or assist any activity for the promotion of any growth of national economy and for the discharging social and moral responsibilities of the Company to the public or any section of the public as also any activity to promote national welfare or social, economic and without prejudice to the generality of the foregoing undertake carry out, promote and sponsor any activity for publication of any books, literature, newspapers or for organising lecture or seminars likely to advances these objects or for giving merit awards or scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, funds or trusts having any one of the aforesaid objects as one of its objects by giving donations and/or contributions, subsidies and/ or grants or in any other manner.
22. To donate, gift, contribute, subscribe, promote, support or aid or assist or guarantee money to charitable, benevolent, religious, scientific, national public or to other institutions, funds or

MEMORANDUM OF ASSOCIATION

- objects or for any public, general or other objects and to accept gifts, bequests, devices and donations from any firm, company or persons as may be thought appropriate or conducive to the interest of the Company.
23. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures redeemable preference shares or gratuity or pension or for any other purpose conducive to the interest of the Company.
 24. Subject to Section 78 of the Companies Act, 1956 to place, reserve, distribute, as dividend or bonus or to apply as the Company may from time to time determine any moneys received by way of premium on shares or debentures issued at a premium by the Company.
 25. To engage, employ, train, either in India or elsewhere suspend, and dismiss any agents, managers, superintendents, assistants, clerks, coolies and other employees and to remunerate any such persons at such rate as shall be thought fit and to grant pensions or gratuities to any such person or to his widow or children and generally to provide for the welfare of employees.
 26. To refer or agree to refer any claims, demands, disputes or any other question by or against Company or in which the Company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the Company and third party to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
 27. To use trademarks, trade names or brand names for the products and goods and adopt such means of making known the business and products in which the Company is dealing as may seem expedient and in particular by advertising on radio, television, newspapers, magazines, periodicals, by circulars, by opening stalls and exhibition, by publication of books and periodicals, by distributing samples and by granting prizes, rewards and awards.
 28. To undertake the payment of all rent and the performance of all covenants contracts, conditions and agreements contained in and reserved by any lease that may be granted or assigned or assigned to or acquired by the Company.
 29. To become members of or to enter into any agreement with any institution, association or company carrying on or which may carry on research, and other scientific work of investigation in connection with any business of Company or other trades or industries allied therewith or ancillary thereto and to acquire shares in any such institutions, association or company and contribute towards the capital or funds, thereof.
 30. To undertake and execute any trust which may benefit to the Company directly or indirectly.
 31. To insure properties, assets, undertakings, contracts, guarantees, liabilities, risks or obligations of the Company of every nature and kind.
 32. To receive donations, gift, contributions, subsidies, grants and other mode of receipts of money for the furtherance of the objects of the Company.
 33. To invest the funds of the Company not immediately required in Government or Semi-Government corporations, companies, firm.
 34. To pay a share in the profit of the Company or commission to brokers, sub-agents, agents or any other company, firm or persons including the employees of the Company as may be thought fit for services rendered to the Company.
 35. To employ experts, to investigate and examine into the conditions prospects, value, character and circumstances of any business concerns and undertaking and generally of any assets concessions, properties and or rights.
 36. To open establish, maintain and to discontinue in India or overseas any offices, branch offices, regional offices, trade centres, exhibition centres, liaison offices, and to keep local or resident representative in any part of the world for the purpose of promoting the business of the Company.

MEMORANDUM OF ASSOCIATION

37. To enter into arrangement for technical collaboration and/or other form of agreement including capital participation with a foreign or Indian company for the purpose of manufacture, quality control and products improvements and for marketing of the products which the Company is empowered to manufacture and/or market and to pay or to receive for such technical assistance or collaborations, royalties or other fees in cash or by allotment of shares of the Company credited as paid up or issue of debenture stock, subject to the provisions of laws for the time being in force.
38. To secure contract for supply of the products manufactured by the Company to Military, Civil and other departments of the Government or Semi Government bodies, corporations, public or private contractors, firm, persons and to recruit, trained persons including persons retired from defence, police, military and paramilitary forces, to employ detectives, to keep dogs, dog hangers, and other animals, and to use difference types of weapons.
39. To take part in the management supervision and control of the contracts, rights, turnkey jobs, operations, or business of any company or undertaking to carry on.
40. To do all or any of the above things in India or in any part of the world as principals, agents, contractors or trustees and either alone or in conjunction with others.

[C] OTHER OBJECTS :

1. To carry on the business as manufacturers, producers, processors, buyers, sellers, importers, exporters and dealers in every kind and description of Food and Foodstuff whether vegetarian or non-vegetarian milk, and milk products including cream, butter, ghee, cheese condensed milk, malter milk powder, skimmed milk, ice-cream, milk foods, canned foods, fish and fish preparation, meat and meat preparation and the foods made from any substances of animal and birds and the business of poultry farming.
2. To carry on the business of farming, Agriculture in its branches and to grow produce, manufacture, process, prepare, refine, extract, manipulate, hydrolyze, buy, sell, market or deal in all kinds of Agricultural, horticultural, dairy, poultry and farm produces and products including food grains, cereals, seeds soyabeans, corn corn oils, cash crops, plants, flowers, vegetables, edibles, oils, meat, fish, eggs, animal and human foods and food products.
3. To cultivate any plantation or other agricultural produces in all its branches and carry on the business as cultivators, buyers and dealers in vegetables, grains, vanaspaties and all other agricultural produces and to prepare, manufacture and render marketable any such produces and to sell, market, dispose off or deal in any such produces either in its prepared, manufactured or raw state and to purchase, hold, develop, cultivate any agricultural, barren land for the purpose herein mentioned.
4. To carry on the business as travel agents, buying agents, marketing agents, commission agents, advertising agents, cleaning and forwarding agents, estate agents, carrying agents, insurance agents, brokers or representative of any company, corporation, firm or individual and to transact and to carry on all kinds of agency business.
5. To carry on the business as booksellers, publishers, stationers, printers, lithographers, stereotypers, electrotypers, photographic printers, photographers, chromolitho engravers, block makers, die-makers, envelop makers, bookbinders, type founders.
6. To establish, maintain, conduct, provide and make available services as consultant, adviser of every kind including commercial, statistical, financial, accountancy, computer expert programmer, technical services, for the purposes and to undertake for consideration on behalf of any client the work of examining, inspecting, and carrying out tests on any products and to issue certificates in respect of such products.
7. To perform and undertake activities and carry on business pertaining to leasing, giving on hire or hire purchase, warehousing, factoring, providing financial assistance by means of leasing, giving on lease, hire or hire purchase lending, reselling or disposing off all forms of immovable

MEMORANDUM OF ASSOCIATION

and movable properties and assets including buildings, godown, warehouses and real estate or any kind, nature or user and all types of agricultural, industrial, office and other plants, equipments and machineries including heavy or medium agricultural, industrial machinery, computers, electronic data processors tabulators, air-conditioners, medical equipment, domestic equipments or appliances or any system or products whether industrial or consumer and all types of automobiles, vehicles and ships.

8. To carry on the business as photographers, manufacturers, dealers and designers in playing, visiting, railways, festives, complementary and fancy cards, tickets, stamps and parchments.
9. To carry on the business of storing of goods, articles, food stuffs, commodities of all kinds in refrigerators, ice chambers, deep freeze, cold storage or warehouses and for the purpose to construct, purchase, hire, take on hire, take on lease, develop ware houses, premises buildings or units in refrigerators ice chambers, deep freeze, cold units.
10. To carry on the business of textile engineers and manufacturers and dealers in textile machinery and to manufacture, produce, repair, alter, convert, recondition, resale, hire, import, export, market, let on hire, trade and deal in spares, plant, accessories, fittings, engineering goods, rolling stock, hardware required for textile industries.
11. To carry on business as manufacturers, buyers, sellers, dealers, distributors, stockists, importers, exporters, resellers, clearing agents, transporters, processors in all kinds of cement including ordinary, white, coloured, portland, lime cement and cement products of all kinds including pipe fittings, poles, roofs, bricks, prefabricated walls, blocks, tiles, covers, asbestos sheets and by-products and joint products thereof.
12. To carry on the business as manufacturers, buyers, sellers, dealers, distributors, stockists, importers, exporters, resellers, transporters, clearing agents, processors of lime, bauxite, gypsum, asbestos, limestones, bricks, fixing materials, sand, plasters, jute bags, paper bags, gunny bags, HDPE/PP woven bags, plastic bags, potteries earthenwares, sanitary wares, refractories, ceramic wares and products thereof.
13. To carry on in India or elsewhere the business of mining, quarries and to prospect for, search for, find, get, work, transport, buy, sell, import, export, distribute, market and deal in mineral oil of all kinds, mineral gases of all kinds, mineral of all kinds, fuel of all kinds, their by-products, derivatives, mixtures, semi finished products and ores.
14. To manufacture, buy, sell, exchange, alter, improve, import, export, market, or deal in all kinds of cables, wires, bars and conductor including insulated cables and wires, cab type sheated wires, PVC cables and wires, flexible cables and wires, flexible cords, cotton or silk braided cable and wires, conduct wires and cables, low and high tension power cables, telegraph and telephone cables, low and high tension paper, rubber or bitumen insulated lead covered power cables, armoured or un-armoured extra high tension shielded or belted cables, long distance cables, signalling cables, copper conductors, aluminium conductors, copper bars, aluminium bus bars and their accessories.
15. To manufacture buy, sell, distribute in welding electrodes, welding machines, gases of all kinds, welding fluxes, gas-cylinders of all types and sizes, power batteries and cells, torches, cooking range and other domestic appliances.
16. To carry on business as timber merchants and timber growers and to buy, sell, grow, process, prepare for, market, manipulate, import, export, market and deal in timber and woods of all kinds and to manufacture and deal in wooden articles such as furniture, fixtures, toys, wooden packing cases, domestic appliances, agricultural implements, windows, doors, articles required for construction work, wooden plants and machineries, houses, carriages, sport equipments, chairs, stage materials, exhibition materials, coaches, vehicle bodies and to buy, clear work, develop and deal in timber estates.

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17. To carry on in India or elsewhere, the business of producing, processing, manufacturing, formulating, using, selling, acquiring, storing, refining, packing, marketing, transporting, distributing, importing, exporting and dealing in every kind and description of fertilizers, manures, chemicals, organic or inorganic chemicals, fluoro chemicals, heavy chemicals, fine chemicals, speciality chemicals, acids, alkalies, agrochemicals, industrial chemicals, laboratory chemicals, fatty acids, cellulose derivatives, furfural and its derivatives, starch derivatives, nitrates, fluorides, sulphates, sulphur salts, tanins, chemical auxiliaries, disinfectants, PVC compound, fibre glass, all kinds of gums and gums derivatives, carbon black, caustic soda, soda ash, conductive polymers, tripolymers, cellulose polymers, ethyl cellulose, hydroxy ethyl cellulose, nitro cellulose, carboxy methylcellulose and its salts, micro crystalline cellulose powder, heavy waters, radio isotopes, nuclear reactors and atoms.
18. To carry on the business as manufacturers, purchasers, sellers, processors, refiners, exporters, importers and dealers in every kind or description of gases including oxygen, hydrogen, nitrogen argon, acetylene and its compounds, by-products, joint products, ancillary products and its derivatives.
19. To carry on in India or elsewhere the business of producing, processing, converting, manufacturing, formulating, factoring, using, buying, acquiring, storing, refining, packaging, selling, marketing, transporting, distributing, importing, exporting and dealing in all kinds and description of petro-chemical petroleum products, its by products, joint products, ancillary products and derivatives thereof whether in liquid, solid, flake or gaseous form.
20. To carry on India or elsewhere the business of processing, converting, producing, manufacturing, using, buying, acquiring, storing, packing, selling, marketing, transporting, importing, exporting and disposing off all types and description of drugs, intermediates, synthetic drug, medicines, vitamins, antibiotics, basic drugs pharmaceuticals, biological products, foodstuffs from human and animal use, gelatine capsules, sugar, agro-chemicals, pesticides, fungicides, germicides, insecticides, weedicides, colours, acids, varnishes, paints, synthetic resins, plasticizers, cosmetics, powders creams, preparation for the teeth, toilet requisites, detergents, surface active agents, cleaning agents, soaps, glasses, pottery, terracotta, artificial stones, cokes, explosives, photographic materials and industrial chemicals.
21. To carry on the business of investment company and to buy, underwrite, invest in and acquire and obligations and securities issued or guaranteed by and company, firm, person, government, local authority or institution whether in India or elsewhere and to deal in with and turn to account the same.
22. To act as managers to the public issue of shares, debentures, debenture bonds, securities by underwriting and to act as issue houses investment in various avenues like shares, debentures, fixed deposit, securities, saving certificates and to pass on the benefits of portfolio investments to the investors as dividends, bonus, interest.
23. To carry on business as manufacturers, buyers, sellers, dealers, distributors, exporters, importers, hirers, stockists, surveyor, valuers, agents, clearing agents, processors, assemblers, repairers, erection and commissioning of agricultural implements, equipments and machineries of all types and sizes, either power driven or hand operated including harvesters, thrashers, winnowers, cultivators, seeds and fertilizer drillers, sprinklers, drain machines, elevating machines, conveying machines, transmission machines, incubators sprayers, hullers hand industrial blowers, drilling machines, oil engines, kerosene engines, petrol engines, internal combustion engines and their raw materials, components semi finished goods, accessories and spare parts.
24. To carry on the business as manufacturers and dealers in all types of electrical, electronic mechanical, micro-processors based, electro-mechanical computerised equipments including X-ray machines, ultra sound machines, scanners, ECG machines, echo cardio graphic machines, electro surgical instruments and digital instruments required for medical surgical operations,

MEMORANDUM OF ASSOCIATION

- hospitals, dispensaries, medical centres, research laboratories, institutions, educational institutions, scientific and other institutions, educational institutions, scientific and other institutions or organisations or companies.
25. To carry on the business as electroplaters, nickleplaters, chromium platers, metalsprayers, oxidisers, anodisers and metalplaters, general painters, varnishers, lacquerers, enamellers, polishers, welders braziers, gilders, goldsmiths, silversmiths, watchmakers and jewellers.
 26. To carry on the business as manufacturers and dealers in metal wares, glass wares, leather wares, research equipments and appliances.
 27. To carry on India or elsewhere the business of manufacturing, producing, processing, crimping, twisting, texturising, blending, mixing, purchasing, selling, importing, exporting, marketing and dealing in all kinds natural and man made fibers, fiber yarns, fiber cords, cotton yarns, polyester staple fibers, jute, wool, silk, core are silk, nylon fibers, staple fibers fabrics, plastic fabrics, synthetics and other fibrous materials, cloths, dressing, materials furnishing materials, hand-crafts, khadi uniforms, ready made garments, apparels, carpets, carpet banking, blankets, padding, knitted goods, decorative materials, woven bags, hosiery gloves, sewing threads, ropes, covers and packing materials.
 28. To set up, operate, fabricate, market and deal in steel furnace, steel rolling mills, steel rolling plant and to re-roll mild, low, medium, high carbon and alloy steel and alloy, cold, rolled and hot rolled strips, refine alloy and manufacture ingots skipped billets of special steels and alloy steels and to act as steels makers, steel converters and to manufacture metallurgical products in all forms and to carry on business of setting up of ministeel plants and ship breaking units.
 29. To manufacture, produce, trade, export, import, market and deal in rerolled sections of all sizes and specifications of ferrous and non ferrous including angles, bars, flats, plates, rods, founds, octagons, hexagons, joint channels, strips, plates and cold twisted bars and other structures, steel extruded sections, forgings and to manufacture and deal in household goods made up of any metals and to manufacture and deal in steel and aluminum furniture and foils manufactured from aluminum and other ferrous and non ferrous metal.
 30. To carry on the business of manufacturers, fabricators, exporters of and dealers in wrought iron, pig iron, copper, brass, aluminum and other metals, metal alloys and scrap metals, skull scrap and metallic residue and mineral substances of compounds or products of any kind or description whatever.
 31. To carry in India or elsewhere the business of designing, engineering, fabricating, manufacturing, assembling, marketing, importing, exporting, selling, purchasing, leasing, distributing, supplying on turnkey basis or servicing, maintaining, erection and commissioning repairing and dealing in earth moving machineries, road making and construction machineries including paver plants, road rollers, mixer machine and weight lifting machineries including chainpulley blocks, graded chains, mobile crane, overhead cranes, fork lift, passenger lift, elevators, vibrators, hydraulic jacks, excavators, air compressor, reduction gears, speed reducers, fire fighting equipments and plants, machinery and structures required for refining, processing, testing, storing, converting and transporting of all types of mineral oils their by products, joint products and ancillary products.
 32. To carry on India or elsewhere the business as manufacturers, producers, fabricators, processors, buyers, sellers, assemblers, importers, exporters and dealers in electrical, electronic or electro-mechanical or mechanical equipments, appliances, machineries, their components, accessories, spare parts and systems required for industrial, agricultural, domestic or other purposes including all types of meters, measuring instruments, testing instruments, calibrating instruments, protection, auxiliary and other relays, sonic or ultra sonic equipments, radars, computers, minicomputers, data processors equipments, micro processor based equipments, microwave equipments, control system or equipments required or atomic reactors and space applications control systems, audio visual communication equipments, image and document production equipments, broadcasting and cinematographic equipments, test room equipments,

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- scientific instruments, medical and surgical equipments, oscilloscopes, electric motors of all types electric runaces, cremation furnaces, instrument transformers, current transformers potential transformers, power line carrier communication equipments, switches, switch and control boards, control panels, time switch, radio control switches, circuit breaker of all types, switch gears and control gears, procelain insulators, boosters, rectifier, low and high voltage transformers, vaccum guages, television sets, tape recorders, video games, receiver sets, amplifiers, audio systems, calculators, electronic components including capacitors, transistors, electric and electro-mechanical parts, printed circuit boards, diodes, resistors, indicators, transformers, ferritss tubes, television tubes, picture tubes incandecent lamp miniature lamps and tubes, integrated circuits, thyristors lamination sheets stamping, all type of insulating materials, fuses, floppy disc, magnetic tapes, magnetic disc, record players, changers, zip fasteners, watches water filters valves pressure vessels and guages, heat exchangers, dehumidifiers and corrosion control equipments arms and ammunition required for defence.
33. To carry on the business as transporters, couriers or every kind and description of goods, materials, luggages, merchandise, animals or passengers, boxes, covers, cards, papers and valuable articles from place to place either by air or by land or river or sea or partly by sea or river and partly by land or air and for the purpose own, hire, take on rent, given on rent, sell, purchase, market and deal in motor vehicles, aeroplanes, animal drawn vehicles, car, ship, steamer, truck, buses, minibuses and to carry on the business of general carrier, railway and forwarding agents, clearing agents, warehousemen, storekeepers, bonded caremen and common caremen and for the purpose to own, hire, lease, take on rent, give on rent any buildings, warehouse or other facilities and to operate, establish, own and maintain garages, service stations, workshops, terminal freight point and to store, repair, rent and lease motors, buses, automobiles or other vehicles.
34. To carry on the business of designing, engineering, fabricating, manufacturing, assembling, marketing, importing, exporting, selling, purchasing, leasing, distributing, supplying on turnkey basis or servicing, maintaining, erecting and commissioning, repairing and dealing in all kind, description of industrial plants, petro-chemical plants, cement plants including rotary kilns and fluxo packers fertilizer plants, chemical vessels, sugar plants, pollution control non-edible oil extraction plants, pulp and paper manufacturing plants, pollution control equipments, crystalliser plants, bottling plants, drying plants, power plants, coal and material handling plants, dairy plants, plastic processing machinery, cement machinery, beverage machinery, air conditioning and refrigeration plants and their machineries, components, accessories, ancillary equipments, instruments and appliances.
35. To carry on the business as manufacturers, buyers, purchasers, sellers, processors, producers, importers, exporters, researchers, developers, consultants, advisors and dealers in every kind and description of ceramics, ceramic products, technical alumina, alumina products, their raw materials, by-products, joint products, auxiliary products and allied products including alumina, titania and ceramic, textile thread guides, alumina ceramic seals, alumina nozzles, alumina and zercon granules, industrial grade ceramic wool, ceramic deburring and grinding media, ceramic coating, ceramic cutting tools, oxide ceramics of boron-nitril, titania alumina and zercon based ceramics, assorted alumina products and potteries.
36. To carry on the business of extracting, refining, processing, blending, dealing, purchasing, selling, edible or non-edible oils, rasa, rasayana, fats, casic, substances, elements on ingredients from all types of oil seeds, cash crops, seed, food grains, cereals, nuts, cakes, agricultural produces, vegetables, leaves, roots, flowers, herbs, plants, shrubs and trees and for the purpose to run on carry on extraction plants, processing or refining plants and all other allied activities and to deal in purchase, sell, export, import or market such resultant products or produces and their derivatives, by-products, joint products, finished products raw materials or semi-processed materials.

MEMORANDUM OF ASSOCIATION

37. To carry on the business as buyers, exchangers, importers, exporters, assemblers, distributors, repairers or dealers in all the accessories, raw materials, spare parts and components required for the purpose of the business of the Company.
38. To manufacture, fabricate, assemble, buy, sell, market, let on hire, import, export, repair, maintain and deal in all kinds and description of automobile, whether propelled or assisted by means of petrol, spirit, gas, mineral, oil, electricity, animal, atomic or any kind of fuel or power or energy including autocycles, motorcycles, scooters, mopeds, scooter rater, motor cars, auto rickshaws, trucks, tractors, delivery vans, tankers, lorries, buses, minibuses, metador, tempo, motor boats, motor launches or other vehicles and their spareparts components, accessories and ancillary equipments, including automotive equipments, axles, hydraulic jacks, airbrake equipments, suspension units, pressed steel cabs, beating, piston rings, crank shafts, truck bodies, tyres and tubes.
39. To carry on the business as manufacturer, fabricator, assembler, processor, finisher, repairer, buyer, seller, importer, let on hire purchase and dealers in any kind of machine tools, including drilling boring and tapping machines, milling machines, lathe machine, grinding machines, gear cutting and gear grinding machines, and tools for metal cutting and metal working hammers, and forging machines, welding machines and equipments, welding electrodes, press, sheet, metal shaping machines and equipments, wire working and converting machines, weighing machines and weights, printing machines, cutting machines, wood working machines, sewing machine and machine tools of all types, sizes and description.
40. To undertake, carry on, act as or take up business as consultants in civil engineering, mechanical engineering, electrical engineering, electronic engineering, architect, structural engineering and contractors for any national and international agency whether private, public, government, railways, ports, defence, corporation, company, syndicate, association of persons, trusts and also to provide technical consultancy services in concrete, R.C.C. and pre-stressed concrete products, ancillaries, plants and machineries and appliances for R & D work.
41. To manufacture, buy, import, export, sell, distribute, process, mould, bond, fabricate cement concrete, R.C.C. pre-stressed concrete products, like pipes, poles, overhead masts, slippers, tiles, structure and slabs.
42. To carry on the business in India and elsewhere as manufacturers, producers, buyers, sellers, dealers, traders, suppliers, exporters, importers, factors, agents, consignors, consignees, distributors, advertisers, marketing agents, stockists, suppliers or any brand and of all classes, kinds and types of galies, detergent, cakes, toilet soaps, laundry soaps, marine soaps, industrial soaps, detergent powder, detergent liquid, cleaning powder, washing powder, neel, whitener, slury, benzyne, washing materials, toilets requisites and preparation.
43. To carry on business of running nurshing homes, clinics, pharmacies, indoor, or out-door hospitals, medical, anatomical, orthopaedic, surgical and 'X' Ray units, laboratories research establishments, nature cure centres and hospitals for eye, throat and nose deceased and to acquire land, buildings, plants, equipments, accessories, instruments, gadgets, furniture and fittings and other facilities for treatment and nursing of patients of various types of deceases aliments, sickness, illness and other body or mental troubles and to act as consultant in any and all branches of medical science.
44. To carry on in India or elsewhere the business to establish, form, promote, mange, organise, handle, sponsor, operate, supervise or to float an asset management company to manage all sorts of assets of mutual funds through a duly constituted trust under the Indian Trust Act in all its branches whether open ended, close ended or other schemes as may be approved by Securities & Exchange Board of India or other authorities from time to time under prevailing laws, rules and guidelines.
45. To organise and effect exports from India or such goods and commodities as are manufactured, produced or otherwise available in the State of Gujarat and elsewhere in the Country and

MEMORANDUM OF ASSOCIATION

- to import into the Country such goods and commodities as the Company may from time to time determine.
46. To carry on the business of importing, exporting, purchasing, selling and/or otherwise dealing in all type of yard, cloth, fibres, fabrics and textiles made from cotton, rayon, nylon, stretchon, silk, artificial silk, worsted lines, wool, flax, hemp, jute, linen, man-made fibres, staples fibres, filaments, mineral fibres, synthetics and non-synthetics fibres, monofilaments, multifilament and generally or carry on the business of dealers in cotton, linen, flax, hemp, jute, silk, artificial silk, rayon, man made-fibres, staple fibres, wool yarn of all types of all cloth merchants.
 47. To produce, manufacture, refine, prepare, process, purchase, sell, import, export or generally deal in refractory's, china wares, sanitaryware materials, pipes, tubes, tubular structure, cement, paints, asbestos sheets, roofing, glass, furniture, fittings, electrical goods, water supply or storage equipment, floor polish, door closures, concrete mixtures, elevators paints, hardware, pipe, fittings, lubricant oils, building materials, forest products and any other building or decorative materials made of cement, stone, timber, teak, board, fiber, paper, glass, rubber, plastic or other natural or synthetic substance or chemical, sanitary, c.p.fittings, wooden floorings, exhaust blower fan, modular kitchen, chimney, sink and bath fitting accessories.
 48. To carry on business in India and elsewhere as manufactures or and dealers in and importers and exporters of all kinds of packaging containers including cartons, boxes, and cases wholly or partly made of papers, boards, wood, glass, plastic, rubber, metals, zelatine, tin or otherwise and glass bottles, glass jars, casks and glass containers of every description, fibrite boxes, corrugated containers, corrugated rolling boxes, display boxes, aluminum coils, and packing requisite of every kind and description.
 49. To establish and carry on all or any industry, trade or business of preparing, mining, cutting, polishing, processing, treating, importing, exporting of all types of natural & synthetic marble, granite, artifacts, laterite, lime stone, sand stone, slabs, tiles and other building material and color stones of every description and type, including setting, processing, trading or dealing into waste and by products arising from the mining or processing of marbles and color stones and purchase, acquire, take on lease and work, establish any mines and process, treat, excavate or deal in the material including feldspar, quartz minerals, in any such other commodity or commodities which is raw material of ceramic industry, by-products of mining and establish factory for processing, finishing, treating or conversion of the same into industrial and saleable minerals.
 50. To carry on the business as manufactures, processors, exporters, importers, distributors and dealers in all types of synthetic resins, such as alkyd resins of phenolated, styrenated, acrylated, sylchronised, thixotropic, water soluble, chain terminated or vinylated types, pure or modified, phenoic resin, ester gum, resin, resin modified materials, hydrogenated resin, and resin derivatives, resin modified alkyds, amino resins, saturated and unsaturated polyesters, epoxies, polyamides, ketonic resins, acrylic resin, of all varieties, thermoplastic, and thermosetting resins, hydrocarbon resin, vinyl resins of different types, polymeric, plasticizers, polythene, polycarbonate, silicones, cellulospic plastic, thermosetting and thermo plastic materials, plastic and resinous material, pet bottles, elastomers, emulsions, polymers, surface active and tanning agents.
- IV. The Liability of the members is limited.
- V. *The Authorised Share Capital of the Company shall be Rs. 320,00,00,000/- (Rupees Three Hundred Twenty Crores Only) divided into 32,00,00,000 (Thirty Two Crores) Equity Shares of Rs.10/- (Rupees Ten) each.

* Altered vide Ordinary Resolution passed at 29th Annual General Meeting held on 06th August, 2024

The Authorized Share Capital of the Company increased from Rs.5,00,000/- to Rs.2,00,00,000/- vide shareholder's resolution dated 04.09.1995

The Authorized Share Capital of the Company increased from Rs.2,00,00,000/- to Rs.9,00,00,000/- vide Shareholder's resolution dated 20.09.1995.

The Authorized Share Capital of the Company increased from Rs.9,00,00,000/- to Rs.10,00,00,000/- vide Shareholder's resolution dated 10.12.2004.

The Authorized Share Capital of the Company increased from Rs.10,00,00,000/- to Rs.25,00,00,000/- vide Shareholder's resolution dated 20.03.2006.

The Authorized share Capital of the Company increased from Rs. 25,00,00,000/- to Rs.31,25,00,000/- Vide amalgamation order of High Court of Gujarat dated 02/12/2011.

The Authorized share Capital of the Company increased from Rs.31,25,00,000/- to Rs.36,25,00,000/- Vide amalgamation order No. O/21269-21270/2016 dated 16.06.2016 issued by Hon'ble High Court of Gujarat.

The Authorized share Capital of the Company increased from Rs.36,25,00,000/- to Rs.47,50,00,000/- Vide ordinary resolution passed at 25th Annual General Meeting of the Members of the Company held on 20th November, 2020.

The Authorized share Capital of the Company increased from Rs.47,50,00,000/- to Rs.65,00,00,000/- Vide ordinary resolution passed at Extra Ordinary General Meeting of the Members of the Company held on 12th August, 2021.

The Authorized share Capital of the Company increased from Rs.65,00,00,000/- to Rs.127,00,00,000/- Vide ordinary resolution passed at Extra Ordinary General Meeting of the Members of the Company held on 28th February, 2022.

The Authorized share Capital of the Company increased from Rs.127,00,00,000/- to Rs.140,00,00,000/- Vide ordinary resolution passed at 27th Annual General Meeting of the Members of the Company held on 16th September, 2022.

The Authorized share Capital of the Company increased from Rs.140,00,00,000/- to Rs.150,00,00,000/- Vide ordinary resolution passed through Postal Ballot by the Members of the Company on 25th May, 2023.

The Authorized share Capital of the Company increased from Rs.150,00,00,000/- to Rs.320,00,00,000/- Vide ordinary resolution passed at 29th Annual General Meeting of the Members of the Company held on 06th August, 2024.

MEMORANDUM OF ASSOCIATION

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

Sr. No.	Names, Addresses, Descriptions, Occupations and Signature of the Subscribers	Number of Equity Shares taken by each Subscriber	Name, Address Description and Occupation of the Common Witness
1.	<p>SATISH PANCHARIYA S/o. Ramswaroop Panchariya 7, Nandenbaug Society - 2, Shahibaug, Ahmedabad - 380 004.</p> <p>Occupation : Business Sd/-</p>	<p align="center">10 (Ten)</p>	<p align="center">Common Witness To All</p> <p>SHANTILAL R. SANGHVI S/o. Ratilal Sanghvi 306, Ratna Deep Chambers, Nr. High Court, Ashram Road, Navrangpura, AHMEDABAD - 380 009.</p> <p align="center">Occupation : Company Secretary Sd/-</p>
2.	<p>ARUN PANCHARIYA S/o. Ramswaroop Panchariya 7, Nandenbaug Society - 2, Shahibaug, Ahmedabad - 380 004.</p> <p>Occupation : Business Sd/-</p>	<p align="center">10 (Ten)</p>	
Total :		<p align="center">20 (Twenty)</p>	

Place : **AHMEDABAD**

Dated this **1st** day of **AUGUST, 1995.**

(THE COMPANIES ACT, 2013)
(PUBLIC COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF
ASIAN GRANITO INDIA LIMITED

1. Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Companies Act, 2013 or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

The marginal notes hereto are inserted for convenience and shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent.

“The Act” means the Companies Act, 2013 and includes where the context so admits any re-enactment or statutory modification thereof the time being in force.

“These Articles” means the Articles of association as originally framed or as from time to time altered by Special Resolution.

“The Company” means **ASIAN GRANITO INDIA LIMITED**.

“Electronic mode” means any communication by way of media like tele-conferencing, video-conferencing and any other electronic media.

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

“The Board of Directors” or “the Board” means the Board of Directors for the time being of the Company.

“The Managing Director” means the Managing Director for the time being of the Company.

“The Secretary” means the Secretary for the time being of the Company.

“The Office” means the Registered Office for the time being of the Company.

“The Registrar” means the Registrar of Companies, Ahmedabad (For the State of Gujarat, Dadra & Nagar Haveli).

“Associate Company” means in relation to another Company means a Company in which that other Company has a significant influence, but which is not a subsidiary Company of the Company having such influence and includes a joint venture Company.

“Employees’ Stock Option” means the option given to the Directors, officers or employees of the Company or of its holding Company or subsidiary Company or companies, if any, which gives such Directors, officers or employees, the benefit or right to purchase, or to subscribe for, the shares of the Company at a future date at a pre-determined price.

“In Writing” and “Written” include printing, lithography and other modes of representing or re-producing words in a visible form.

“Key Managerial Personnel”, in relation to the Company, 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 under the Rules.

“Member” means the duly registered holder from time to time of the shares of the Company of any class, and includes every person whose name is entered as a beneficial owner in the records of the depository.

“Month” means calendar month.

“Postal Ballot” means voting by post or through any electronic mode.

“Promoter” means a person who has been named as such in a prospectus or is identified by the Company in the annual return referred in the Act or who has control over the affairs of the Company, directly or indirectly whether as a shareholder, Director or otherwise or in accordance with whose advice, directions or instructions the Board of Directors of the Company is accustomed to act except a person who is acting merely in a professional capacity.

“Proxy” includes attorney duly constituted under the power of attorney.

“Register” means the Register of Members of the Company, required to be kept by Section 88 of the Act.

“Seal” means the Common Seal of the Company.

“Securities” means the securities as defined in clause (h) of Section 2 of the Securities Contracts (Regulation) Act, 1956 (42 of 1956)

“Words” importing the singular number only include the plural number and vice-versa. Words importing the masculine gender only, include the feminine and vice-versa. Words importing persons include corporation.

TABLE “F” EXCLUDED

2. The regulations contained in Table ‘F’ in Schedule I to the Companies Act, 2013 (“Table ‘F’”), as are applicable to a public company limited by shares, shall apply to the Company so far as they are not inconsistent with any of the provisions contained in these Articles or modifications thereof and only to the extent that there is no specific provision in these Articles. In case of any conflict between the provisions of these Articles and Table ‘F’, the provisions of these Articles shall prevail.

RESTRICTION ON PURCHASE OF ITS OWN SHARES

3. Save as permitted by Section 67 and other applicable provisions of the Act and rules thereunder, the funds of the Company shall not be employed in the purchase of, or lent on the security of shares of the Company and the Company shall not give, directly or indirectly any financial assistance, whether by way of loan, guarantee, the provision of security or otherwise for the purpose of or in connection with any purchase of or subscription for shares in the Company or any Company of which it may, for the time being, be a subsidiary.
- 3A. Notwithstanding anything to the contrary contained in these Articles, in the event it is permitted by law for a Company to purchase its own shares or securities, the Board of Directors of the Company may and if thought fit, buy back such of Company’s own shares or securities as it may think necessary, subject to such limit, upon such terms and conditions and subject to such approvals, permissions, consents as may be permitted by the law.

SHARE CAPITAL

4. (1) The Authorised Share Capital of the Company is or shall be amount as stated in Clause V of the Memorandum of the Company, for the time being or as may be varied, from time to time, under the provisions of the Act, and divided into such numbers, classes and descriptions of shares and into such denominations as stated therein.
- (2) The Company shall have the power to issue Preference Share carrying a right to redemption out of profit which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purposes of such redemption or liable to be redeemed at the option of the Company and the Board may, subject to the provisions of Section 55 and other applicable provisions of the Act and rules thereunder, exercise such issue and redeem the preference shares in such manner and on such terms as the Company may, before the issue of such Preference Shares, determine by Special Resolution.

SHARES

5. (1) Subject to the provision of the Act and these Articles, the shares shall be under the control of the Board who may issue, allot or otherwise dispose off the same or any of them to such persons, in such proportion and on such terms and conditions at such time either at par or at a premium, and for such consideration as the Board thinks fit. Provided that,

ARTICLES OF ASSOCIATION

where at any time it is proposed to increase the subscribed capital of the Company by the allotment of further shares, then the Board shall issue such shares subject to the provisions of Section 62 and other applicable provisions of the Act and rules thereunder. Provided that option or right to call of any share shall not be given to any person except with the sanction of the Company in general meeting.

- (2) Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be, if the price of such shares is determined by the valuation report of a registered valuer and such issuance and allotment is approved by a special resolution of the shareholders of the Company.
 - (3) Subject to the provisions of the Act and other applicable provisions of law, the Company may with the approval of the shareholders by a special resolution in general meeting issue sweat equity shares in accordance with such rules and guidelines issued by the Securities and Exchange Board of India and/or other competent authorities for the time being and further subject to such conditions as may be prescribed in that behalf.
 - (4) Any debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles, at a discount, premium or otherwise and may be issued on the condition that they shall be convertible into shares of any denomination and with any special privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the general meeting, appointment of Directors and otherwise. Debentures or other securities with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the general meeting by way of a special resolution.
 - (5) Notwithstanding anything contained in any other provision of the Articles or the Act, the offer of right shares under Section 62 and other applicable provisions of the Act and rules thereunder on Shares in respect of which instrument of transfer of shares has been delivered to the Company for registration and the transfer of shares has not been registered by the Company shall be kept in abeyance pending transfer.”
6. As regards all allotments made from time to time the Company shall duly comply with Section 39 and other applicable provisions of the Act and rules thereunder.
 7. If the Company shall offer any of its shares to the public for subscription:
 - (1) no allotment thereof shall be made, unless the amount stated in the prospectus as the minimum subscription has been subscribed, and the sum payable on application thereof has been paid to and received by the Company;
 - (2) the amount on application on such shares shall not be lower than such amount as may be prescribed under Companies Act, or the rules framed thereunder of the nominal amount of the shares.
 - (3) And if the Company shall propose to commence business after filing a Statement in lieu of Prospectus, the Board shall not make any allotment of shares payable in cash unless at least seven of the shares proposed to be issued shall have been subscribed for as payable in cash by seven members and the provisions of Sections 11 of the Act shall have been complied with.
 8. The Company may exercise the powers of paying commission conferred by section 40 and other applicable provisions of the Act and rules thereunder, provided that the rate percent, or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said Section and the rules made thereunder and the rate or amount of commission shall not exceed the rate or amount prescribed in rules made under section 40 and other applicable provisions of the Act and rules thereunder. Such commission may be satisfied by the payment in cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares or debentures pay such brokerage as may be lawful.
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9. If, by the conditions of allotment of any share, the whole or part of the amount or issue price there of shall be payable by installment, every such installment shall, when due, be paid to the Company by the person who for the time being, shall be the registered holder of the share or by his executor or a administrator.
10. (a) 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 section 48 and other applicable provisions of the Act and rules thereunder, 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.

(b) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
11. 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.
12. The joint holders of a share shall be severally as well as jointly liable for the payment of all installments, and calls due in respect of such share. The joint-holders shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the provisions of these articles.
13. Save as herein otherwise provided, 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 a by statute required, be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.
14. Shares may be registered in the name of any person, Company or other body corporate. Not more than three persons shall be registered as joint holders of any share. Shares may also at the discretion of the Directors, be registered in the name of a minor provided the said shares are fully paid up.
15. Except as required by law, no person shall be recognized 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 recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

CERTIFICATE

16. Subject to the provisions of the Companies (Issue of Share Certificate) Rules, 1960 or any statutory modification or re-enactment, share certificate shall be issued as follows:
 - (1) The certificate of title of shares and duplicate thereof when necessary shall be issued under the Seal of the Company which shall be affixed in the presence of:
 - (i) two Directors duly authorized by the Board of Directors of the Company for the purpose or the committee of the Board, if so authorized by the Board; and
 - (ii) the Secretary or some other person appointed by the Board for the purpose, all of whom shall sign such share certificates; provided that, if the composition of the Board permits of it, at least one of aforesaid two Directors shall be a person other than a Managing or Whole-time Director.
 - (2) Every member shall be entitled free of charge to one certificate for all the shares of each call registered in his name or, if any member so wishes, to several certificates each for one or more or such shares but in respect of each additional certificate a fee of Rs. 20/- shall be charged and such certificate which does not comprise shares in lot of market units of trading the Board may charge a fee of Rs. 2/- or such smaller sum as the Board may determine in consultation with the Stock Exchange. Unless the conditions of issue of

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any shares otherwise provide, the Company shall either within two months after the date of allotment and on surrender to the Company of its letter making the allotment or of fractional coupons of requisite value (save in the case of issue against letters of acceptance or of renunciation or in cases of issue of bonus shares) or within one month of receipt of the application for registration of the transfer, transmission, sub-division, consolidation, renewal or exchange of any of its shares, as the case may be complete and have ready for deliver the certificates of such shares. Every certificate of shares shall specify the name of the person in whose favour the certificate is issued, the shares to which it relates and the amount paid-up thereon. Particulars of every certificate issued shall be entered in the Register maintained in accordance with the provisions of section 88 and other applicable provisions of the Act and rules thereunder the name of the person, to whom it has been issued indicating the date of issue. In respect of any share held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint-holders shall be sufficient delivery to all such holders.

- (3) If any certificate of any share or shares be surrendered to the Company for sub-division or consolidation or if any certificate be defaced, torn or old decrepit, worn – out or where the pages in the reverse for recording transfers have been duly utilized, then upon surrender thereof to the Company, the Board may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Board, and on such indemnity as the Board thinks fit being given, a new certificate in lieu thereof shall be given, to the party entitled to the shares to which such lost or destroyed certificate shall relates. Where a certificate has been issued in place of a certificate which has been defaced, etc., lost or destroyed, it shall state on the face of it and against the stub or counterfoil that it is issued in lieu of a share certificate or is a duplicate issued for the one so defaced, etc., lost or destroyed as the case may be, and in the case of a certificate issued in place of one which has been lost or destroyed the word “duplicate” shall be stamped on punched in bold letters across the face thereof. For every certificate issued under this Article, a fee of rupees twenty shall be charged except in cases of sub division and consolidation. The provisions of articles 16(2) and 16(3) shall mutatis mutandis apply to debentures of the Company.
- (4) No fee shall be charged for sub-division and consolidation of share and debenture certificates and for sub-division of letters of allotment and split, consolidation, renewal and pucca transfer receipts into denomination corresponding to the market units of trading; for sub-division of renounceable letters of right; for issue of new certificates in replacement of those which are old decrepit or worn out, or where the pages on the reverse for recording transfers have been fully utilized. Provided that the Company may charge such fees as may be agreed by it with the Stock Exchange with which its shares may be listed for the time being for issue of new certificates in replacement of those that are torn, defaced, lost or destroyed and for sub-division and consolidation of share and debenture certificates and for sub-division of letters of allotment and split, consolidation renewal and pucca transfer receipt into denominations other than those fixed market units of trading.
- (5) Where a new share certificate has been issued in pursuance of paragraph (3) above particulars of every such certificate shall also be there in a Register of Renewal and Duplicate Certificates indicating against the name of the person to whom the certificate is issued, the number and date of issue of the certificate in lieu of which the new certificate is issued and the necessary charges indicated in the Register by suitable cross-references in the “Remarks” column. All entries made in the Register or in the Register of Renewal and Duplicate Certificates shall be authenticated by the Secretary or such other person as may be appointed by the Board for purposes of sealing and signing the share certificate under paragraph (1) hereof.
- (6) Notwithstanding anything contained elsewhere in these Articles, the Board may in their absolute discretion refuse sub-division of share certificates or debenture certificates into denominations of less than the marketable lots except where such sub-division is required to be made to comply with a statutory provision or an order of a competent court of law.

CALLS

17. The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the provisions of the Section 49 and other applicable provisions of the Act and rules thereunder, make such calls as the Board thinks fit, upon the members in respect of all moneys unpaid on the shares (whether on account of nominal value of shares or by way of premium) and not by the conditions of allotment thereof, held by them respectively and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Board. A call may be made payable by installments and shall be deemed to have been made when the resolution of the Board authorizing such call was passed.
18. 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 and not less than 14 days notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.
19. (1) If any member fails to pay any call(s) due from him on the day appointed for payment thereof or any such extension thereof so aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at 10% per annum or at such lower rate as shall from time to time be fixed by the Board of Directors keeping in view the market rate of interest but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.
(2) The Board shall be at liberty to waive payment of any such interest either wholly or in part.
20. If by the terms of issue of any share or otherwise any amount is made payable on allotment or at any fixed time or by installments at fixed times, whether on account of the nominal value of the share or by way of premium every such amount or installment shall be payable as if it were a call duly made by the Board and of which due notice had been given, and all the provisions herein contained in respect of call shall relate to such amount or installment accordingly.
21. On the trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered, appears to enter on the Register of Member as the holder, at or subsequently to the date at which the money sought to be recovered is alleged to have become due on the shares in respect of which such money is sought to be recovered; that the resolution making the calls is duly recorded in the minute book and that notice of such call was duly given to the member or his representatives sued in pursuance of these Articles of Association; and that it shall not be necessary to prove the appointment of Directors who made such call, nor that a quorum of Directors was present at the Board Meeting at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
22. The Board may, if it thinks fit, receive from any member willing to advance the same all or any part of the money due upon the share held by him and upon the money so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the share in respect of which such advances has been made, the Company may pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, 12 percent per annum as the member paying such sum in advance and the Board agree upon. Money so paid in excess of the amount of calls shall not rank for dividends or confer a right to participate in profits. The Board may at any time repay the amount so advanced upon giving to such member not less than three months notice in writing.
23. A call may be revoked or postponed at the discretion of the Board.

FORFEITURE AND LIEN

24. If any member fails to pay any call or installment of a call on or before the day appointed for the payment of the same, the Board may, at any time thereafter during such time as the call or installment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by there as on of such non-payment.

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25. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the place appointed, the share in respect of which such call was made or installment is payable will be liable to be forfeited.
26. If the requisitions of any such notice as aforesaid be not complied with any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
27. When any share shall have been so forfeited, notice of the resolution shall be given to the members in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture, shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
28. Any share so forfeited shall be deemed to be the property of the Company, and the Board may sell, re allot or otherwise dispose off the same in such manner as it thinks fit.
29. The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed off, cancel the forfeiture thereof upon such conditions as it thinks fit.
30. 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.
31. The Board may, subject to the provisions of the Act, accept a surrender of the share certificate for any forfeited share from or by any member desirous of surrendering them on such terms as they think fit.
32. (i) A person whose share has been forfeited shall cease to be a member in respect of the forfeited share, but shall, notwithstanding such forfeiture, remain liable to pay and shall forthwith pay to the Company, all calls or installments, interest and expenses, owing upon or in respect of such share, at the time of the forfeiture, together with interest thereon from time to time of forfeiture until payment at the rate 12 per cent per annum and the Board may enforce the payment thereof, or any part thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so.
(ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
33. A duly verified declaration in writing that the declarant is a Director or Secretary of the Company, and that certain shares in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts the reinstated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares; and person to whom any such share is sold be registered as the holder of such share and shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture sale or disposition.
34. The provisions of Articles 24 to 33 hereof 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 a share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
35. The Company shall have a first and paramount lien upon every share not being fully paid up registered in the name of each member (whether solely or jointly with others) and upon the

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proceeds of sale thereof for moneys called or payable by the member (or his estate in case of single holder of shares) at affixed time in respect of such share whether the time for the payment thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition that Article 13 hereof is to have full effect. Such lien shall extend to all dividends and bonuses from time to time declared in respect of such share. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any, on such share.

36. For the purpose of enforcing such lien the Board may sell the share subject thereto in such manner as it thinks fit, but no sale shall be made until such time for payment as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such members, his executor or administrator or his committee, curator bonis or other legal representative as the case may be and default shall have been made by him or them in the payment of the moneys called or payable at a fixed time in respect of such share for thirty days of such notice.
37. The net proceeds of the sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the share before the sale) be paid to the person entitled to the share at the date of the sale.
38. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money, and after his name has been entered in the Register in respect of such share the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
39. Where any share under the powers in that behalf herein contained is sold by the Board and the certificate in respect thereof has not been delivered to the Company by the former holder of such share, the Board may issue a new certificate for such share distinguishing it in such manner as it may think fit from the certificate not so delivered up.

TRANSFER AND TRANSMISSION

40. Save as provided in Section 56 and other applicable provisions of the Act and rules thereunder, no transfer of a share shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company within the time prescribed by Section 56 and other applicable provisions of the Act and rules thereunder, together with the certificate or, if no such certificate is in existence, the Letter of Allotment of the share. The transferor shall be deemed to remain the holder of such share, until the name of the transferee is entered in the Register in respect thereof. Each signature to such transfer shall be duly attested by the signature of one witness who shall add his address.
41. Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that, where such application is made by the transferor, no registration shall in the case of a partly paid share, be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 56 and other applicable provisions of the Act and rules thereunder, and subject to the provisions of these Articles the Company shall, unless objection is made by the transferee within two weeks from the date of receipt of notice, enter in the Register the name of the transferee in the same manner and subject to the same conditions, as if the application for registration of the transfer was made by the transferee.
42. The Board may decline to recognize any instrument of transfer unless:-
 - (a) the instrument of transfer is in the form as prescribed in rules made under of section 56 and other applicable provisions of the Act and rules thereunder;
 - (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.

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43. Subject to the right of appeal conferred by section 58 and other applicable provisions of the Act and rules thereunder, and other Provisions of allied Acts in regard to refusal of shares, Board may within one month from the date on which the instrument of transfer was delivered to or the intimation of transmission was lodged with the Company, refuse to register and transfer of, or the transmission by operation of law of the right to a share upon which the Company has lien and in case of a share not fully paid-up the Board may refuse to register the transfer to a transferee of whom the Board does not approve. The Board may also likewise refuse to register a transfer when any statutory prohibition or any attachment or prohibitory order of a competent authority restrains the Board from transferring the shares out of the name of the transferor or when a transferor objects to the transfer provided he serves on the Company within a reasonable time prohibitory order of a Court of competent jurisdiction. Provided however that the registration of a share shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.
44. On giving not less than seven days' previous notice in accordance with section 91 and other applicable provisions of the Act and rules thereunder, 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.
45. No transfer shall made to a person of unsound except as required by law.
46. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the share to be transferred or, if no such certificate is in existence by the Letter of Allotment of the share and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the share. Every instrument of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.
47. If the Board refuses whether in pursuance of Article 41 and 42 or otherwise to register the transfer of, or the transmission by operation of law of the right to any share, the Company shall, within one month from the date on which the instrument of transfer or the intimation of such transmission, as the case may be was lodged with the Company, sent to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be notice of the refusal giving reason for refusal.
48. No fee shall be charged for registration of transfer, grant of probate, grant of letters of administration, certificate of death or marriage, power of Attorney or other similar instruments.
49. The nominee (in case of no nomination made, the executor or administrator) of a deceased member (not being one of several joint-holders) shall be the only person recognized by the Company as having any title to the share registered in the name of such member, and, in case of the death of anyone or more of the joint holders of any registered share, the survivor(s) shall be the only person(s) recognized by the Company upon production of such evidence of death as the Board may deem fit, as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on the share held by him jointly with any other person. Before recognizing any executor or administrator the Board may require him to obtain a Grant of Probate or Letters of Administration or other legal representation, as the case may be, from a competent court in India and having effect in the place where the office is situated. Provided nevertheless that in any case where the Board in its absolute discretion thinks fit it shall be lawful for the Board to dispense with the production of Probate or Letter of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Board, in its absolute discretion may consider adequate.
50. Any committee of guardian, curator bonis or other legal curator of a lunatic, idiot or non-composment is member or any person becoming entitled to or to transfer a share in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board think sufficient, may, with the consent of the Board(which the Board shall not be bound to give), be registered as a member in respect of such share, or may, subject to the regulations as to transfer hereinbefore contained, transfer such share. The Article is hereinafter referred to as "The Transmission Article".

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51. (1) If the person so becoming entitled under the Transmission Article shall elect either to be registered as holder of the share himself, and shall deliver or send to the Company a notice in written signed by him stating that he so elects, or
- (2) the person aforesaid shall elect to transfer the share, and shall testify his election by executing an instrument of transfer of the share.
- (3) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of instruments of transfer of a share shall be applicable to any such notice or transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the member had not occurred and the notice of transfer was a transfer signed by that member.
52. The Nominee of the deceased sole member are recognized as having title to the deceased's interest in the shares. A person so becoming entitled under the Transmission Article to a share by reason of the death, lunacy, bankruptcy or insolvency of the holder shall, subject to the provisions of Article 89 be entitled to the same dividends and other advantages as he would be entitled to if he was the registered holder of the share except that no such person (other than a person becoming entitled under the Transmission Article to the share of a lunatic, idiot or non composition member) shall before being registered as member in respect of the share, be entitled to exercise in respect thereof any right conferred by membership in relation to meetings of the Company. Provided that the Board may at anytime 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 moneys payable in respect of the share, until the requirements of the notice have been complied with.
53. All the provisions relating to lien, Forfeiture, Transfer and Transmission of the Equity shares of the Company shall apply mutatis and mutandis to the Debentures and other Securities as may be issued by the Company from time to time.

DEMATERIALISATION/REMATERIALISATION OF SECURITIES

- 54A (i) For the purpose of this Article:
- "Beneficial Owner" means a person whose name(s) is recorded as such with a Depository;
- "Depository" means a Company formed and registered under the Companies Act, 1956, and which has been granted a certificate of registration under the Securities and Exchange Board of India Act, 1992;
- "Depositories Act" means the Depositories Act, 1996 or any statutory modification or re-enactment thereof;
- "Registered Owner" means a depository whose name is entered as such in the records of the Company;
- "Securities" means such security as may be specified by the Securities & Exchange Board of India from time to time.
- (ii) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize/rematerialize its securities and to offer securities in dematerialized form pursuant to the Depositories Act.
- (iii) Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of the depository, if permitted by law, in respect of any security in the manner provided by the Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificate of securities. If a person opts to hold his/her security with a depository, the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the securities.
- (iv) All securities held by a Depository shall be dematerialized and shall be in fungible form. No certificate shall be issued for the securities held by the Depository.

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- (v) Nothing contained in these Articles shall apply to transfer of securities held in Depository.
- (vi) Where the securities are dealt with a Depository, the Company shall intimate the details of allotment of relevant securities to the Depository on allotment of such securities.
- (vii) Notwithstanding anything to the contrary contained in the Act or these Articles, where securities are held in Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.
- (viii) Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a Depository.
- (ix) The Register and index of beneficial owners maintained by a Depository under the Depositories Act shall be deemed to be a Register and index of members and other security holders.
- (x) As a registered owner, Depository shall not have any voting rights or any other rights in respect of the securities held by it. Every person whose name is entered as the beneficial owner of shares in the records of the Depository shall be deemed to be member of the Company. Every beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities of respect of the securities which held by the Depository.

Provided further that notwithstanding anything to the contrary contained in these Articles, the shares and securities issued and/or held in electronic medium in fungible form, will be governed by the provisions of the Depository Act, 1996.
- (xi) Every Depository shall furnish to the Company, information about the transfer of securities in the name of the beneficial owner at such intervals and in such manner as may be specified by the bye-laws of the Depository and the Company in that behalf.
- (xii) Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in electronic form so far as they apply to shares in physical form subject however to the provisions of the Depositories Act, 1996.

INCREASE AND REDUCTION OF CAPITAL

- 55. The Company in general meeting may, from time to time, increase the capital by the creation of new shares of such amount as may be deemed expedient
- 56. Subject to any special rights or provisions for the time being attached to any shares in the capital of the Company then issued the new shares may be issued upon such terms and conditions, and with such rights and privileges attached thereto as the general meeting resolving upon the creation thereof, shall direct, and, if no direction be given as the Board shall determine, and in particular such share may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company.
- 57. Before the issue of any new shares, the Company in general meeting may make provisions as to the issue and allotment of the new shares and in particular may determine to whom the same shall be offered in the first instance and whether at par or at a premium or in default of any such provision, or so far as the same shall not extend, the new shares may be issued in conformity with the provisions of Article 5.
- 58. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the then existing capital of the Company and shall be subject to the provisions herein contained with reference to the payment of dividends, calls and installments, transfer and transmission, forfeiture, lien, surrender and otherwise.
- 59. If, owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall in the absence of any other direction in the resolution creating the shares or by the Company in general meeting, be determined by the Board.

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60. The Company may, from time to time by special resolution, reduce its capital, any Capital Redemption Reserve Account, or, any Share Premium Account in any manner and with and subject to any incident authorised and consent required by law.

ALTERATION OF CAPITAL

61. The Company in general meeting may from time to time:
- (a) increase its authorized share capital by such amount as it thinks expedient;
 - (b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:
 - (c) Sub-divide its existing shares of any of them into shares of smaller amount than is fixed by the memorandum, so however that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced shares shall be the same as it was in the case of the share from which the reduced share is derived:
 - (d) cancel any share which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
 - (e) Convert all or any of its fully paid up shares into stock and reconvert that stock into fully paid up shares of any denomination.
62. Where shares are converted into stock-
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
 - (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
 - (c) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" / "member" in those regulations shall include "stock" and "stock-holder" respectively.
63. The resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other, subject nevertheless, to the provisions of Sections 43, 47 and 48 and other applicable provisions of the Act and rules thereunder.
64. Subject to the provisions of Sections 66 and other applicable provisions of the Act and rules thereunder, the Board may accept from any member the surrender, on such terms and conditions as shall be agreed, of all or any of his shares.

MODIFICATION OF RIGHTS

65. If at any time the share capital is divided into different classes of share the rights attached to any class (unless otherwise provided by the terms of issue of the share of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourth of the issued shares of that class, or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting of the provisions of these Articles relating to general meetings shall apply, but so that necessary quorum shall be two persons at least holding or

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representing by proxy one-fifth of the issued shares of the class but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those members who are present shall be a quorum and that any holder of shares of the class present in person or by proxy may demand a poll and on a poll, shall have one vote for each share the class of which he is the holder. The Company shall comply with the provisions of Section 117 and other applicable provisions of the Act and rules thereunder, as to forwarding a copy of any such agreement or resolution to the Registrar.

BORROWING POWERS

66. The Directors may from time to time at their discretion raise or borrow moneys subject to the provisions of Section 73, 74, 179, 180 and other applicable provisions of the Act and rules thereunder, and secure the payment of any sums of money of the purposes of the Company, and may themselves lend to the Company on security or otherwise.
67. The Directors may raise or secure the repayment or payment of any sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the creation of any mortgage or charge on the undertaking or the whole or any part of the property, present or future or uncalled capital of the Company or by the issue of bonds, perpetual or redeemable debenture-stock of the Company charged upon all or any part of the property of the Company both present and future, including its uncalled capital for the time being.
68. The Directors shall also have the absolute power to borrow with a view to acquiring fixed assets of the Company such as land, building, plant and machinery etc. and also for providing working capital of the Company from financial institutions such as State Bank of India, Industrial Development Bank of India, Housing Development Finance Corporation Limited, and any other Central or State Government financial institutions and from any Banks upto such sum or sums of money as may be decided by the Board from time to time.
69. The Managing Director and other Directors shall be entitled to receive such interest on loans made by them to the Company as may be agreed between the Company and the Directors. If so desired by the Directors, the Managing Director may guarantee any loan made to the Company and shall be entitled to receive such payment on account of his having given any such guarantee as may be determined by the Directors, and such payment shall not be remuneration in respect of his services as Managing Director.
70. The Directors shall cause a proper register to be kept in accordance with Section 85 and other applicable provisions of the Act and rules thereunder, of all mortgages and charges specifically affecting the property of the Company, and shall duly comply with the requirements of Section 77 and 79 and other applicable provisions of the Act and rules thereunder in regard to the registration of mortgages and charges therein specified or otherwise and shall also duly comply with the requirement of section 85 and other applicable provisions of the Act and rules thereunder, as to keeping a copy of every instrument creating any mortgage or charge by the Company at the office, and the requirements of Section 82 and other applicable provisions of the Act and rules thereunder, as to giving intimation of the payment of satisfaction of any charge or mortgage created by the Company.
71. Subject to the provisions of Section 180 and other applicable provisions of the Act and rules thereunder, if any uncalled capital of the Company be included in or charged by any mortgage or other security, the Directors may by instrument under the Company's Seal authorize the person in whose favour such mortgage or security is executed, or any other person in trust for him, to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls shall, mutatis mutandis, apply the calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors powers or otherwise and shall be assignable if expressed so to be.
72. Subject to the provisions of the Act, any bonds, debentures, debenture-stock or other securities may be issued, whether on rights basis or on private placement, at par, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of Directors and otherwise.

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However, the bonds or Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting accorded by a Special Resolution.

GENERAL MEETINGS

73. In addition to any other meetings, general meeting of the Company shall be held within such intervals as are specified in Section 96(1) and other applicable provisions of the Act and rules thereunder, and subject to the provisions of Section 96(2) and other applicable provisions of the Act and rules thereunder, at such times and places as may be determined by the Board. Each such general meeting shall be called an "Annual General Meeting" and shall be specified as such in the notice convening the meeting. All general meetings other than annual general meeting shall be called extraordinary general meeting.
74. Subject to the provisions of the Act, the Board may whenever it thinks fit, call an extraordinary general meeting, if at any time Directors capable of acting who are sufficient in number to form a quorum are not within India, any Director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board. and it shall on the requisition, of such number of members as hold, at the dates of the deposit of the requisition not less than one tenth of such of the paid up capital of the Company as at that date carried the right of voting in regard to, the matter to be considered at the meeting, forthwith proceed to call an extraordinary general meeting and in the case of such requisition the following provisions shall apply :
- (1) The requisitions shall state the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists, and shall be deposited at the office. The requisition may consist of several documents in like form each signed by one or more requisitionists.
 - (2) Where two or more distinct matters are specified in the requisition, the requisition shall be valid only in respect of those matters in regard to which the requisition has been signed by the member or members hereinbefore specified.
 - (3) If the Board does not, within twenty one days from the date of deposit of a valid requisition in regard to any matters proceed duly to call a meeting for the consideration of this matters, on a day not later than forty-five days from the date of deposit, the requisitionists or such of them as are enable so to do by virtue of Section 100 and other applicable provisions of the Act and rules thereunder may themselves call the meeting, but any meeting so call shall not be commenced after three months from the date of deposit.
 - (4) Any meeting called under this Article by the requisitionists shall be called in the same manner as nearly as possible as that in which meetings are to be called by the Board but shall be held at the office.
 - (5) When two or more persons hold any shares jointly, a requisition, or a notice calling a meeting, signed by one or some only of them shall, for the purpose of this Article, have the same force and effect as if it had been signed by all of them.
 - (6) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board to call a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of any /sums due or to become due from the Company by way of fees or other remuneration for their services to such of the Directors as are in default.
75. The Company complies with provisions of Section 111 and other applicable provisions of the Act and rules thereunder, as to giving notice of resolutions and circulating statements on the requisition of members.
76. (1) Save as provided in Section 101 and other applicable provisions of the Act and rules thereunder, not less than twenty-one day's notice shall be given of every general meeting of the Company. Every notice of a meeting specify the place and the day and hour of the meeting and shall contain a statement of the business to be transacted there at, where any such business consists of "special business" as hereinafter defined there shall be annexed to the notice a statement complying with Section 102 and other applicable provisions of the Act and rules thereunder.
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- (2) Notice of every meeting of the Company shall be given to every Director and member of the Company, to the Auditors of the Company and to any persons entitled to a share in consequence of the death or insolvency of a member in any manner hereinafter authorised for the giving of notices to such persons.
- (3) The accidental omission to give any such notice to or its non-receipt by any member or other person to whom it should be given shall not invalidate the proceeding of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

77. The ordinary business of an Annual General Meeting shall be to receive and consider the Profit and Loss account, the Balance Sheet and the Report of the Directors and of the Auditors, to elect Directors in the place of those retiring by rotation to appoint Auditors and fix their remuneration and to declare dividends. All other business transacted at any other general meeting shall be deemed special business.
78. No business shall be transacted at any general meeting unless a quorum of members is present at any time when the meeting proceeds to business. Save as herein otherwise provided such number of members as may be prescribed by the law, present in person shall be a quorum.
79. Any act or resolution which, under the provisions of these Articles or the Act, is permitted required to be done or passed by the Company in general meeting, shall be sufficiently so done or passed if effected by an Ordinary Resolution as defined in Section 114 and other applicable provisions of the Act and rules thereunder, unless either the Act or these Articles specifically require such act to be done or resolution passed by a Special Resolution defined in Section 114 and other applicable provisions of the Act and rules thereunder.
80. The Chairman of the Board shall be entitled to take the chair at every general meeting if there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting or unwilling to act, the members present shall choose another Director as chairman, and if no Director be present or if all the Directors present decline to take chair then the members present shall, on a show of hands or on a poll if properly demanded elect one of their number being a member entitled to vote to be Chairman.
81. If within half-an-hour from the time appointed for holding the meeting a quorum is not present the meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place as the Board may by notice appoint and if at such adjourned meeting also a quorum is not present, those members who are present, and not being less than two, shall be a quorum and may transact the business for which the meeting was called.
82. Every question submitted to a meeting shall unless a poll is demanded under section 109 and other applicable provisions of the Act and rules thereunder or the voting is carried out electronically, be decided by a show of hands.
83. At any general meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman of his own motion, or by at least five members having the right to vote on the resolution in question and present in person or by proxy, or by any member or members present in person or by proxy and having not less than one tenth of the total voting power in respect of such resolution or by any member or members present in person or by proxy and holding shares in the Company conferring a right to vote on such resolution, being shares on which an aggregate sum as may be prescribed by law has been paid up on all the shares conferring that right, a declaration by the Chairman that the resolution has or has not been carried either unanimously, or by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against the resolution.
84. (1) If a poll be demanded as aforesaid it shall be taken forthwith on a question of adjournment or election of Chairman and in any other case in such manner and at such time, not being later than forty-eight hours from the time when the demand was made, and at such place as the Chairman of meeting directs, and subject as aforesaid, either at once or after an

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interval or adjournment or otherwise, and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was demanded.

- (2) The demand for a poll may be withdrawn at any time.
 - (3) Where a poll is to be taken the Chairman of the meeting shall appoint two scrutinizers, one at least of whom shall be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed to scrutinize the votes given on the poll and to report to him thereon.
 - (4) On a poll a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in the same way all the votes he uses.
 - (5) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
 - (6) Notwithstanding anything contained in these Articles, pursuant to Section 110 and other applicable provisions of the Act and rules thereunder, the Company may and in the case of matters relating to such business as the Central Government may, by notification, declare or any other statutory authority stipulate to be conducted only by postal ballot (including voting by electronic mode), shall get any resolution passed by means of postal ballot (including voting by electronic mode) instead.
 - (7) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Act and Rules framed thereunder and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.
 - (8) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to above.
85. The Board, and also any person(s) authorized by it or by Chairman, may take any action before the commencement of any General Meeting or any meeting of a class of Members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the orderly conduct of the meeting, including demanding Identity Proof or other relevant evidence of the members attending the General Meeting. If it is found that attending the meeting by any member/ proxy would be detrimental to the interest of the Company and its members, then he may be denied from attending the meeting. Any decision made in good faith under this Article by chairperson shall be final and right to attend and participate in the meeting shall be subject to such decision.
86. (1) The Chairman of general meeting may with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (2) Save as aforesaid, and as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
87. The General Meetings of the Company shall be convened and conducted as per applicable Secretarial Standards issued by The Institute of Company Secretaries of India and notified by Ministry of Corporate Affairs and amended from time to time.

VOTES OF MEMBERS

88. (1) A member may exercise his vote at a meeting by electronic means in accordance with section 108 and other applicable provisions of the Act and rules thereunder and shall vote only once.
- (2) Save as herein provided on a show of hands every member present in person and being a holder of Equity Shares shall have one vote and a duly authorised representative of a body corporate or minor (being a holder of Equity Shares) if he is not entitled to vote in his own right, shall have one vote.

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- (3) Save as herein provided on a poll the voting rights of a holder of Equity Shares shall be as specified in Section 47 and other applicable provisions of the Act and rules thereunder.
 - (4) The voting rights of a holder of Preference Shares in the Company shall be as Provided in Section 47 and other applicable provisions of the Act and rules thereunder.
 - (5) No Company or body corporate shall vote by proxy as long as a resolution of its Board of Directors under the provisions of Section 113 and other applicable provisions of the Act and rules thereunder is in force and the representative named in such resolution is present at the general meeting at which the vote by proxy is tendered.
89. Where a Company or a body corporate (hereinafter called "member Company") is a member of the Company, a person, duly appointed by resolution in accordance with the provisions of Section 113 and other applicable provisions of the Act and rules thereunder to represent such member Company at a meeting of the Company, shall not by reason of such appointment, be deemed to be a proxy, and the lodging with the Company at the office or production at the meeting of a copy of such resolution duly signed by the Director of such member Company and certified by him as being a true copy of the resolution shall be accepted by the Company as sufficient evidence of the validity of his appointment. Such a person shall be entitled to exercise the same rights and powers, including the right to vote by proxy on behalf of the member Company which he represents, as that member Company could exercise if it were an individual member.
90. Where the President of India or the Governor of a State is a member of the Company, the President or, as the case may be, the Governor may appoint such person as he thinks fit to act as his representative at any meeting of the Company or at any meeting of any class of members of the Company and such a person shall be deemed to be a member of the Company and shall be entitled to exercise the same rights and powers, including the right to vote by proxy, poll, electronic voting and by postal ballot as the president or, as the case may be, the Governor could exercise as a member of the Company.
91. A member of unsound mind, or in respect of whom an order has been made by any court having appropriate jurisdiction, or an attorney appointed by any member, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. Any decision in good faith under this article by Chairperson shall be final.
- If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.
92. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.
93. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
94. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
95. 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.
96. If any member be a lunatic, idiot or non composment, he may vote whether on a show of hands or at a poll his committee, curator bonis or other legal curator and such last mentioned persons may give their votes by Proxy provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which any such person proposes to vote he shall satisfy the Board of his right under the Transmission Article to the shares in respect of which he proposes to exercise his right under this Article, unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.
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97. Where there are joint registered holders of any shares any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto, and if more than one of such joint-holders be present at any meeting either personally or by proxy or in case of voting through electronic means, that one of the said person whose name stands first on the Register in respect of such share alone shall be entitled to vote in respect thereof. Several nominees or executors or administrators of a deceased member in whose name any share is registered shall for the purpose of this article be deemed joint-holders thereof.
98. (1) The instrument appointing a proxy shall be in writing under the hand of the appointer or of his Attorney duly authorised in writing or if such appointer is a body corporate be under its common seal or the hand of its officer Attorney duly authorised.
- (2) A person may be appointed as proxy though he is not a member of the Company and every notice convening a meeting of the Company shall state this and that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him.
- (3) A person can act as proxy on behalf of members not exceeding fifty and holding in aggregate not more than ten per cent of the total share capital of the Company carrying voting rights Provided that a member holding more than ten per cent, of the total share capital of the Company Carrying voting rights may appoint a single person as Proxy and such person shall not act as Proxy for any other person or shareholder.
99. The instrument appointing a proxy and the Power of Attorney or other authority (if any) under it is signed, or a notarially certified copy of that power of authority, shall be deposited at the office not less than forty eight hours before the time for holding the meeting or at the adjourned meeting at which the person named in the instrument purports to vote or in the case of a poll not less than twenty four hours before the time appointed for taking the poll in respect thereof and in default the instrument of proxy shall not be treated as valid.
100. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received by the Company at the Office before the vote is given, provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.
101. Every instrument appointing a Special Proxy shall be retained by the Company and shall be nearly as circumstances will admit, be in the form set out in the Act and the rules made thereunder to the Act.
102. No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised any right of lien.
103. (1) Any objection as to the admission or rejection of vote, either, on a show of hands, on a poll made in due time, shall referred to the Chairman who shall forthwith determine the same, and such determination made in good faith shall final and conclusive.
- (2) No objection shall 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.

BOARD OF DIRECTORS

104. Unless otherwise determined by the Company in general meeting, and subject to the provisions of the Act, the number of Directors shall not be less than 3 (three) and shall not be more than 15 (fifteen) or such other number as may be amended under the act.
105. The Company in General Meeting may from time to time increase or reduce the number of Directors within limits fixed by Act.

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106. The Board shall have the power to appoint / re-appoint from time to time any of its members as Managing Director for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit. The Managing Director or Whole Time Director who are in whole time employment in the Company shall be subject to supervision and control of Board of Directors of the Company.
- Until otherwise determined by the Company in General Meeting, a Director shall not be required to hold any share in the capital of the Company as his qualification.
107. The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company, subject to section 203 of the Act.
108. The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. Until otherwise determined by the Company in General Meeting, each Director shall be entitled to receive remuneration out of the funds of the Company for his service in attending meeting of the Board or a Committee of the Board. The maximum remuneration of Director for his service shall be such sum as may be prescribed by the Act or the Central Government for each meeting of the Board or a Committee of the Board attending by him. All other remuneration if any payable by the Company to each Director, whether in respect of his services as a Managing Director or Director for the whole or part time employment of the Company, shall be determined in accordance with and subject to the provisions of the Articles and of the Act. The Directors shall be entitled to be paid all fees for filing documents which they may be required to file under the Act and shall also be entitled to be paid, their reasonable travelling and hotel and other expenses incurred in consequence of their attending of Board and Committee meeting or otherwise incurred in the execution of their duties as Directors.
109. If any Director, being willing, is appointed as an executive officer either whole time or part-time or is called upon to perform extra services or to make any special exertions for any of the purposes of the Company or for indemnifying or guaranteeing any obligation of the Company or in giving special attention to the business of the Company or as a member of a Committee of the Board then, subject to sections 197, and 188 and other applicable provisions of the Act and rules thereunder, the Board may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.
110. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number fall below the minimum above fixed the Board shall not, except 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.
111. 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.
112. 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.
113. (1) The office of a Director shall ipso facto become vacant, if:
- (a) he incurs any of the disqualifications specified in section 164;
 - (b) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board;
 - (c) he acts in contravention of the provisions of section 184 relating to entering into contracts or arrangements in which he is directly or indirectly interested;
 - (d) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of section 184;
 - (e) he becomes disqualified by an order of a court or the Tribunal;

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- (f) he is convicted by a court of any offence, whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months:

Provided that the office shall be vacated by the Director even if he has filed an appeal against the order of such court;

- (g) he is removed in pursuance of the provisions of this Act;
- (h) he, having been appointed a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate Company, ceases to hold such office or other employment in that Company.

- 114. Any Director or other person may be appointed to or hold any office or place of profit under the Company or under any subsidiary of the Company in accordance with and subject to the provisions of Section 188 and other applicable provisions of the Act and rules thereunder
- 115. A Director of this Company may become a Director of any other Company promoted by this Company or in which it may be interested as a member, shareholder or otherwise and no such Director shall be accountable for any benefits received as a Director or member of such Company.
- 116. Subject to the provisions of Section 188 and other applicable provisions of the Act and rules thereunder, neither shall a Director be disqualified from contracting with the Company either as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company nor shall any contract or arrangement entered into by or on behalf of the Company with a relative of such Director, or a firm in which such Director or relative is a partner or with any other partner, in such firm or with a private Company of which such Director so contracting or being such member or so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding office or of the fiduciary relation thereby established. The Directors may participate in any meeting of the Board or a Committee thereof, through electronic mode subject to the compliance with the applicable laws.
- 117. Every Director who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement, entered into or to be entered into, by or behalf of the Company not being a contract or arrangement entered into or to be entered into between the Company and any other Company where any of the Directors of the Company or two or more of them together holds or hold not more than two percent the paid up share capital in the other Company shall disclose the nature of his concern or interest at a meeting of the Board as required by Section 184 and other applicable provisions of the Act and rules thereunder, a general notice, renewable in the first Board meeting in which he participates as a Director or at the first Board meeting of each financial year of the Company, or whenever there is any change in the disclosure already made then at first Board meeting held after such change, that a Director is a Director or a member of any specified body corporate or is a member of any specified firm and is to be regarded as concerned or interested in any subsequent contract or arrangement with that body corporate or firm shall be sufficient disclosure of concern or interest in relation to any contract or arrangement so made and, after such general notice, it shall not be necessary to give special notice relating to any particular contract or arrangement with such body corporate or firm, provide such general notice, is given at a meeting of the Board of the Director concerned take reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given. Every Director shall be bound to give and from time to time renew a general notice as aforesaid in respect of all bodies corporate of which he is a Director or member and of all firms of which he is a member.
- 118. No Director shall, as a Director, taken any part in the discussion of, or vote on any contract or arrangement in which he is in any way, whether directly or indirectly concerned or interested, nor shall his presence count for the purposes of forming a quorum at the time of such discussion or vote. This prohibition shall not apply to (a) any contract or indemnity against any loss which the Directors or any of them may suffer by reason of becoming or being sureties or a surety for the Company; or (b) any contract or arrangement entered into or to be entered into by the Company with a public Company, or with a private Company which is a subsidiary of a public Company, in which the interest of the Director consists solely in his being a Director of such

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Company and the holder of shares not exceeding in number or value the amount requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company or in his being a member of the Company holding not more than two per cent of the paid up share capital of the Company.

RETIREMENT AND APPOINTMENT OF DIRECTORS

119. Not less than two-third of the total number of Directors shall be persons whose period of office is liable to determination by retirement of Directors by rotation.
120. At each Annual General Meeting of the Company one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.
121. The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between persons who 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.
122. Save as permitted by Section 162 and other applicable provisions of the Act and rules thereunder, every resolution of a general meeting for the appointment of a Director shall relate to one named individual only.
123. (1) The Company at the Annual General Meeting at which a Director retires by rotation in manner aforesaid may fill up the vacated office by appointing the retiring Director or some other person thereto.
(2) If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place, if at the adjourned meeting also, the place of the retiring Director not filled up and the meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting unless:
 - (a) at the meeting or at the previous, meeting a resolution for the re-appointment of such Director has been put to the vote and lost; or
 - (b) the retiring Directors has, by notice in writing addressed to the Company or the Board, expressed his unwillingness to be re-appointed; or
 - (c) he is not qualified or is disqualified for appointment; or
 - (d) a resolution, whether special or ordinary, is required for his appointment or re-appointment by virtue of any provisions of the act; or
 - (e) the provision of Section 162 and other applicable provisions of the Act and rules thereunder is applicable to the case.
124. No person not being a retiring Director shall be eligible for appointment to the office of Director in any General Meeting unless he or some member intending to propose him has, not less than fourteen days before the meeting, left at the office a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose such person as a candidate for that office. The Company shall inform the members of the candidature of such person for the office of Director or the intention of member to propose such person as a candidate for that office by serving individual notices on the members not less than seven days before the General Meeting, provided that it shall not be necessary for the Company to serve individual notices upon the members as aforesaid if the Company advertises such candidature or intention not less than seven days before the general meeting in at least two newspapers circulating in the place where the office is located out of, which one is published in the English language and the other in the regional language of that place.
125. The Board shall have power, at any time and from time to time to appoint any person as a Director as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed by Article 104. Any Director so appointed shall hold office only upto next Annual General Meeting of the Company or the last date on which Annual General Meeting should have been held whichever is earlier and shall then be eligible for re-appointment.

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126. Any casual vacancy occurring among the Directors may be filled up by the Board, but any person so appointed shall retain his office so long as the vacating Director would have retained the same if no vacancy had occurred, provided that the Board shall not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article 128.
127. (1) The Board may in accordance with and subject to the provisions of Section 161 and other applicable provisions of the Act and rules thereunder, appoint any person to act as Alternate Director for a Director during the latter's absence for a period of not less than three months from the State in which meetings of the Board are ordinarily held.
- (2) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the alternate director.
- (3) Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the financial Institutions/Financing Corporation or any other Financing Company or Body or Banks is hereinafter in this Articles referred to as "the Corporation" continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Directors, whole time or non whole time (which Directors is/are hereinafter referred to as "Nominee Director(s)" on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place(s). The Board of Directors of the Company shall have no power to remove from office the Nominee Director(s). At the opinion of the Corporation such Nominee Directors shall not required to hold any shares qualification in the Company. Also at the opinion of the Corporation such Nominee Director(s) shall not be liable to retirement by rotation of Director(s) Subject as aforesaid, the Nominee Director(s) shall be entitled to the same rights and privilege and be subject to the same obligation as any other Director of the Company. The Nominee Director(s) so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds debentures in the Company as a result of direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any guarantee is outstanding and the Nominee Director(s) so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation is paid off or on the Corporation ceasing to hold Debentures/shares in the Company or on the satisfaction of the liability of the Company arising out of any guarantee furnished by the Corporation. The nominee Director(s) appointed under this Article shall be entitled to receive all notices of and attend all general meetings, Board meetings and all the meetings of the Committee of which the Nominee Director(s) is/are member(s) and also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minute. The Company shall pay to the Nominee Director(s) sitting fees and expenses which the other Directors of the Company are entitled, but if any other fees, commission, moneys or remuneration in any form is payable to the Directors of the Company, the fees, commission, moneys and remuneration in relation to such Nominee Director(s) shall accrue to the Corporation and same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation on such Nominee Director(s) in connection with their appointment as Directorship shall also be paid or reimbursed by the Company to the Corporation or as the case may be to such Nominee Director(s). Provided that if any such Nominee Director(s) is an officer of the Corporation the sitting fees, in relation of such Nominee Director(s) shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation. Provided further that if such Nominee Director's is an officer of the Reserve Bank of India, the sitting fees in relation to such Nominee Director(s) shall also accrue to the Bank / Financial Institution and the same shall accordingly be paid by the Company directly to such Bank / Financial Institution. Provided also that in the event of the Nominee

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Directors being appointed as whole time Directors such Nominee Director(s) shall exercise such powers and duties as may be approved by the lenders and have such rights as are usually exercised or available to a whole time Director, in the management of the affairs of the Borrower. Such Nominee Director(s) shall be entitled, to receive such remuneration, fees, commission and moneys as may be approved by the lenders.

128. The Company may, subject to the provisions of Section 169 and other applicable provisions of the Act and rules thereunder, by ordinary resolution of which Special Notice has given, remove any Director before the expiration of his period of office and may by ordinary resolution of which Special Notice has been given appoint another person in his stead, if the Director so removed was appointed by the Company in general meeting or by the Board under Article 124. The person so appointed shall hold office, until the date upto which his predecessor would have held office if he had not been so removed. If the vacancy created by the removal of a Director under the provisions of this Article is not so filled by the meeting at which he is removed the Board may at any time thereafter fill such vacancy under the provisions of Article 123.
129. (i) Subject to the provisions of the Act, the Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) The Chairperson or any other Executive Director may, and the Company Secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.

PROCEEDINGS OF THE BOARD

130. The Board shall meet together at least once in every three months for the dispatch of business and may adjourn and otherwise regulate its meetings and proceedings as it thinks fit, provided that at least four such meetings shall be held in every year. Notice in writing of every meeting of the Board shall be given to every Director for the time being in India, and at his usual address in India to every other Director unless otherwise determined from time to time and any time by the consent of all the Directors for the time being in India meetings of the Board shall take place at the office.
131. A Director may at any time, and the Secretary shall upon the request of a Director made at any time, convene a meeting of the Board.
132. The Board may appoint a Chairman of its meetings and determine the period for which he is to hold office. If no such Chairman is appointed or if at any meeting of the Board the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose someone of their member to be Chairman of such meeting.
133. The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of Section 174 and other applicable provisions of the Act and rules thereunder. If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Board, it shall be adjourned until such date and time as the Chairman of the Board shall appoint.
134. A meeting of the Board at which a quorum be present shall be competent to exercise all or any of the authorities, powers and descriptions by or under these Articles or the Act for the time being vested in or exercisable by the Board.
135. Save as otherwise expressly provided in this Act, questions arising at any meeting shall be decided by a majority of votes, and, in case of an equality of votes, the Chairman shall have a second or casting vote.
136. (1) The Board may, subject to the provisions of the Act, from time to time and at time, delegate any of its powers to a committee consisting of such Director or Directors and or such other persons as it think fit, and may, from time to time, revoke such delegation. Any Committee so formed shall, in the exercise of the powers so delegated conform to any regulations that may from may time to time be imposed upon it by the Board. The Participation of Directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing as may be prescribed by the Rules or permitted under law.
- (2) A committee may elect a Chairperson of its meetings.

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- (3) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
 - (4) 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, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.
 - (5) The Board and Committee Meetings of the Company shall be convened and conducted as per applicable Secretarial Standards issued by The Institute of Company Secretaries of India, notified by Ministry of Corporate Affairs and amended from time to time.
 - (6) The Directors shall from time to time authorize and nominate any person, not being a Director unless unanimously resolved to the contrary by the Board, to act and function as the occupier under the Factories Act, 1948 and consequently having ultimate control, in relation to the said Act, over the affairs of any of the Company's factories and in this connection the Directors may delegate any of their powers to such a person as necessary.
 - (7) The Board may at any time and from time to time, by power of Attorney under the seal, appoint any person to be the Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those which may be delegated by the Board under the Act) and for such period and subject to such conditions as the Board may, from time to time, think fit, any such appointment may, if the Board thinks fit, be made in favour of the members or any of the members or any of the local Directorate established or in favour of any Company or of the members, Directors, nominees or officers of any Company or firm, or in favour of any fluctuation body or persons whether nominated directly or indirectly by the Board and any such power of Attorney may contain such provisions for the protection or convenience of persons dealing with such Attorneys as the Board thinks fit.
 - (8) The Company may keep in any State or Country outside India as may be permitted by the Act, a Foreign Register of Members or debenture holders resident in any such state or country and the Board may, from time to time, make such regulations as it may think fit respecting the keeping of any such Foreign Register, such regulations not being inconsistent with the provisions of Section 88 and other applicable provisions of the Act and rules thereunder, and the Board may from time to time, make such provisions as it may think fit relating thereto and may comply with the requirements of any local law and shall, in any case comply with provisions of Sections 88 and other applicable provisions of the Act and rules thereunder.
137. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceeding of the Board so far as the same are applicable thereto, and are not superseded by any regulations made by the Board under the last preceding Article.
138. Acts done by a person as a Director shall be valid, notwithstanding that it may afterwards be discovered that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provisions contained in the Act or in these Articles. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.
139. (1) Save in those cases where a resolution is required by Sections 179, 188 and 203, and other applicable provisions of the Act and rules thereunder, to be passed at a meeting of the Board, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or committee of the Board, as the case may be duly called and constituted if a draft thereof in writing is circulated together with the necessary papers, if any, to all the Directors, or to all the members of the committee of the Board, as the case may be, entitled to receive the notice, and has been approved by a majority of such of them as are entitled to vote on the resolution.

- (2) A resolution under section 179 and other applicable provisions of the Act and rules there under to fill up a casual vacancy in the Board shall also be passed at a meeting of the Board.

“RESOLUTION BY CIRCULATION”

140. No Resolution shall be deemed to have been duly passed by the Board or the Committee thereof by Circulation unless the resolution has been circulated in draft, by the secretary of the Company, if any, or by any person(s) nominated by the Chairman / Managing Director together with the necessary papers if any to all the Directors or to all the members of the Committee, then in India(not being less than the quorum fixed for meeting of Board or Committee, as the case may be) and to all other Directors or members of the Committee at their usual address in India and has been approved by such of the Directors or members of the committee as are then in India or by Majority of such of them, as are entitled to vote on the resolution.

MINUTES

141. (1) The Board shall, in accordance with the provisions of Section 118 and other applicable provisions of the Act and rules thereunder, cause minutes to be kept by making within thirty days, of the conclusion of every general meeting and of every meeting of the Board or every committee of the Board, entries thereof in books provided for the purpose with their pages consecutively numbered, each page of every such book being initialled or signed and the last page of the record of proceedings of each meeting in such books being dated and signed, in the cases of minutes of proceedings of a meeting of the Board or of a committee thereof, by the Chairman of the said meeting or the chairman of the next succeeding meeting, and, in the case of minutes of proceedings of a general meeting, by the Chairman of the same meeting within the aforesaid period of thirty days or, in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose, provided that in no case shall the minutes of proceedings of a meeting be attached to any such books as aforesaid by pasting or otherwise.

The minutes shall contain particulars:

- (a) of the name of the Directors present at each meeting of the Board and of any Committee of the Board and in the case of each resolution passed in the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution;
- (b) of all orders made by the Board and Committee of the Board;
- (c) of all appointments of Directors and other officers of the Company; and
- (d) of all proceedings of general meeting of the Company and of meetings of the Board and committee of the Board.

The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

PROVIDED that no matter need be included in any such Minutes which the Chairman of the meeting, in his absolute discretion is of opinion:

- (a) is, or could reasonably be regarded, as, defamatory of any person;
 - (b) is irrelevant or immaterial to the proceedings; or
 - (c) is detrimental to the interests of the Company.
- (2) Any such minutes of any meeting of the Board or of any Committee of the Board or of the Company in general meeting kept in accordance with the provisions of Section 118 and other applicable provisions of the Act and rules thereunder, shall be evidence of the matters stated in such Minutes. The Minute Books of general meetings of the Company shall be kept at the office and shall be open inspection by members during the hours of 10 A.M. and 12 noon on such business days as the Act requires them to be open for inspection.

POWERS OF THE BOARD

142. Subject to the provisions of the Act, the control of the Company shall be vested in the Board who shall pay all expenses incurred in promoting and registering the Company and shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do, provided that the Board shall not exercise any power or do any act or thing which is directed, or required whether by the Act or by any other statute or by the Memorandum of the Company or by these Articles or otherwise, to be exercised or done by the Company in general meeting. Provided further that in exercising any such power of doing any such act or thing, the Board shall be subject to the provisions in that behalf contained in the Act or any other statute or in the Memorandum of the Company or in these Articles, or in any regulations not inconsistent therewith and duly made thereunder, including Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
143. Without prejudice to the general powers conferred by Article 142, it is hereby expressly declared that the Directors shall, subject to the provisions of the Act, have the following powers:
- (1) To acquire property
To purchase or otherwise acquire for the Company, any property, right or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit.
 - (2) To pay for property etc.
At their discretion to pay property, rights or privileges acquired by, or services rendered to the Company, either wholly or partly in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or partly paid up and with such conditions thereon as may be agreed upon; and any such bonds, debentures 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.
 - (3) To secure contract by mortgage
To secure fulfillment of any contract or agreements into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such other manner as they may think fit
 - (4) To appoint officers
To appoint, at their discretion remove or suspend such managers, secretaries, officers, clerks, agents and servants 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 to require security in such instance and for such amounts as they think fit.
 - (5) To give receipts etc.
To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands for the Company.
 - (6) To appoint attorneys
From time to time provide for the management for the Company abroad in such manner as they think fit, and in particular to appoint any person to be attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit.
 - (7) To invest moneys
To invest and deal with any of the moneys of the Company not immediately required for the purpose thereof upon such securities not being shares in the Company in such manner as they may think ft, and from time to time vary or realise such investments provided that such investments are in accordance with the provisions of Section 186 of the Act.
 - (8) To give security by way of indemnity
To execute in the name and on behalf of the Company in favour of any Director or other persons who may incur or be about to incur any personal liability for the benefit of the

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Company such mortgage of the Company's property (present and future) as they think fit and such mortgage may contain a power of sale and such other powers, covenants and provisions shall be agreed upon.

- (9) To make bye laws
From time to time to make, vary and repeal bye-laws for the regulations of the business of the Company, its officers and servants.
- (10) To enter into contracts
To enter into all such negotiations and contracts and rescind and vary all such contorts 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 otherwise for the purpose of the Company.
- (11) To give commission etc.
To give to any person employed by the Company a commission on the profits of any particular business transaction, or a share in the general profits of the Company, and such commission or share of profits shall be treated a part of the working expenses of the Company.
- (12) To give allowances etc.
To give award or allow any bonus, pension, gratuity or compensation to any employee of the Company or his widow, children or dependents; that may appear to the Directors just or proper, whether such employee, his widow, children or dependents have, or have not a legal claim upon the Company.
- (13) To create beneficial funds
Before declaring any dividend to set aside portion of the profits of the Company as they think fit, to form a fund to provide for the pension, gratuity, or compensation or create a provident fund or benefit fund in such manner as the Directors may deem fit.
- (14) To sub delegate
Subject to the provisions contained in Article 136 hereof to sub delegate all or any of the powers, authorities and discretion for the time being vested in them, subject, however, to the ultimate control and authority being retained by them.
- (15) To borrow Subject to the provision of the Act, to borrow, or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debenture or debenture-stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital and to purchase, redeem or pay of such securities.
- (16) To establish institutions etc.
To establish, maintain, support or subscribe to any charitable, public or useful objects or any institutions, society or club or fund which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company or its employees or may be connected with any town or place where the Company carries on its business or any object in which the Company may be interested.
- (17) To bring and defend suits
To institute, prosecute, defend, compromise, withdraw or abandon any legal proceedings by or against the Company or its officers or otherwise answering the affairs of the Company and to act on behalf of the Company in all matters relating to insolvency or liquidations and to apply for the obtain letters for administration with or without will annexed to the estate persons with whom the Company have dealings.
- (18) To compound claims and refer to arbitration
To realize, compound and allow time for the payment or satisfaction of any debts due to or by the Company and any claims or demands by or against the Company and to refer to arbitration and observe.
- (19) To draw cheques etc.
To determine who shall be entitled on behalf of the Company to make, draw, sign, accept, endorse and negotiate all such cheques, promissory notes, drafts, pay orders, bills of exchange, bills of landing and other documents of title and securities (including government

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and other promissory notes) contracts, transfer deeds and other instruments as shall be necessary in the opinion of the Directors for carrying on the business of the Company.

- (20) **Contract with Related Party**
To enter into transactions or contracts with related party as may be permitted under the act and rules
- (21) **To protect the interest of the Company or its members**
To undertake such acts as may be necessary to protect and safeguard the interest of the Company or its members and to prevent any action against the Company which is detrimental to the Company or its members or done with mala-fide intention.

COMMENCEMENT OF NEW BUSINESS

144. The Company shall not at any time commence any business in relation to any of the objects stated in Clause III(C) of its Memorandum of Association unless the provisions of section 11 and other applicable provisions of the Act and rules thereunder have been duly complied with by it.

LOCAL MANAGEMENT

145. Subject to the provisions of the Act, the following regulations shall have effect:

- (1) **Local Management**
The Board may, from time to time, provide for the management of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit and the provisions contained in the four next following paragraphs shall be without prejudice to the general power conferred by this paragraph.
- (2) **Local Directorate, delegation**
The Board may, from time to time and at any time, establish any Local Directorates or agencies for managing any of the affairs of the Company outside India, or in any specified locality in India, and may appoint any persons to be members of such Local Directorate or any managers or agents and may fix their remuneration and, save as provided in Section 179 of the Act, the Board may, from time to time and at any time, delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board and may authorise the members for the time being of any such Local Directorate or any of them to fill up any vacancies therein and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board may, at anytime, remove any persons so appointed and may annul or vary any such delegation.
- (3) **Powers of Attorney**
The Board may at any time and from time to time, by power-of Attorney under the Seal, appoint any persons to be the Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those which may be delegated by the Board under the Act) and for such period and subject to such conditions as the Board may, from time to time, think fit; any such appointment may if the Board thinks fit, be made in favour of the members of any Local Directorate established as aforesaid, or officers of any Company or firm, or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board; and any such power-of Attorney may contain such provisions for the protection or convenience of persons dealing with such Attorneys as the Board thinks fit.
- (4) **Sub delegation**
Any such delegates or Attorneys as aforesaid may be authorised by the Board to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them subject to the provisions of the Act.
- (5) **Foreign register**
The Company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may thinks fit respecting the keeping of any such register.

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MANAGING / WHOLE-TIME DIRECTORS

146. Subject to the provisions of the Act, the Board may, from time to time, appoint one or more Directors to be Managing or Whole-time Director or Directors of the Company with such designations as the Board may consider fit and may, from time to time (Subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places. One Person can act as Chairman and Managing Director of the Company.
147. (1) A Managing or Whole time Director shall not, while he continues to hold that office, he shall be subject to the same provisions as to registration and removal as the other Director, and he shall ipso facto and immediately, cease to be a Managing or Whole time Director if he cease to hold the office whether by for any reason whatsoever save that if he shall vacate office whether by retirement, by rotation or otherwise under the provisions of the Act at any Annual General Meeting and shall be reappointed as Director at the same meeting, he shall not, by reason only of such vacation, cease to be a Managing or Whole time Director.
- (2) If at any time the total number of Managing and/or Whole time Director is more than one-third of the total number of Directors, the Managing and/or Whole time Directors who shall not retire shall be determined by and in accordance with their respective seniorities. For the purpose of this Article the seniorities of the Managing and/or Whole time Directors shall be determined by the date of their respective appointments as Managing and/or Whole time Directors of the Company.
148. Subject to the provisions of Section 197 and Schedule V, a managing director, whole-time Director or manager shall be appointed and the terms and conditions of such appointment and remuneration payable be approved by the Board of Directors at a meeting which shall be subject to approval by a resolution at the next General Meeting of the Company.
149. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and Manager, Company Secretary or Chief Financial Officer shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, Chief Executive Officer, Manager, Company Secretary or Shief Financial Officer.
150. Subject to the provisions of the Act, and in particular to the prohibitions and restrictions contained in Section 179 thereof, the Board may, from time to time, entrust to and confer upon a Managing or Whole time Director for the time being such of the powers exercisable under these presents by the Directors as it may think fit and may confer such powers for such time, and to be exercised for such objects and purposes and upon such terms and conditions with such restrictions as it thinks fit; and it may confer such powers, either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke withdraw, alter or vary all or any of such powers.

MANAGER

151. Subject to the provisions of Sections 191, 196 and 202 and other applicable provisions of the Act and rules thereunder the Board may, from time to time appoint an individual as the Manager of the Company and may determine his powers and duties and fix his remuneration and the period for which and other terms and conditions on which he is to hold such office.

SECRETARY

152. Subject to the provisions of the Act, the Board may, at any time and from time to time, appoint any individual possessing the prescribed qualification to be the Secretary of the Company and may determine his powers and duties and fix his remuneration and the period for which he is to hold such office.

**CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY
OR CHIEF FINANCIAL OFFICER**

153. Subject to the provisions of the Act and rules thereunder :
- A Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer may be appointed may be appointed by the Board of Directors for such terms at such remuneration and

ARTICLES OF ASSOCIATION

upon such terms and 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; the Board may appoint one or more chief executive officers for its multiple business.

154. Subject to the provisions of the Act and rules thereunder:

A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.

THE SEAL

155. The Board shall provide for the safe custody of the seal and the Seal shall never be used except by the authority previously given by the Board or a Committee of the Board authorised by the Board in that behalf and, save as provided in Article 16(i) hereof, any two Directors or one Director and the Secretary or one Director and such other person as the Board may appoint shall counter sign every instrument to which the Seal is affixed.

Provided nevertheless that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Board to issue the same.

ANNUAL RETURNS

156. The Company shall comply with the provisions of section 92 and other applicable provisions of the Act and rules thereunder as to the making of Annual Returns.

RESERVES

157. Subject to the provisions of the Act, and the Rules prescribed thereunder the Board may, from time to time before recommending any dividend, set apart any and such portion of the profits of the Company as it thinks fit as Reserves to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalization of dividends, for repairing, improving or maintaining any of the property of the Company and for such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interests of the Company, and may subject to the provisions of section 186 and other applicable provisions of the Act and rules thereunder, invest the several sums so set aside upon such investments (other than shares of the Company) as it may think fit, and from time to time deal with and every such investments and dispose off all or any part thereof for the benefit of the Company, and may divide the Reserves into such special funds as it thinks fit, with full power to employ the Reserves or any parts thereof in the business of the Company and that without being bound to keep the same separate from the assets.
158. All moneys carried to the reserves shall nevertheless remain and the profits of the Company available, subject to due provisions being made for actual loss or depreciation, for the payment of dividends and such moneys and all the other moneys of the Company not immediately required for the purposes of the Company may, subject to the provisions of Sections 186 and other applicable provisions of the Act and rules thereunder, be invested by the Board in or upon such investments or securities as it may select, or may be used as working capital or may be kept at any bank on deposit or otherwise as the Board may, from time to time, think proper.

CAPITALISATION OF RESERVES

159. Any general meeting may, upon recommendation of the Board, resolve that any undivided profits of the Company standing to the credit of the Reserves or any Capital Redemption Reserve Account, or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the share premium account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full any unissued shares, of the Company which shall be distributed accordingly or/in towards payment of the uncalled liability on any issued shares, and that such distribution or payment shall be accepted by such shareholders in full satisfaction or their interest in the said capitalised sum. Provided that any sum standing to the credit of a Share Premium Account or a Capital Redemption Reserve Account may for the

ARTICLES OF ASSOCIATION

purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

160. For the purpose of giving effect to any resolution under the preceding Article the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates, and may determine that cash payments shall be made to any members in order to adjust the rights of all parties and may vest such case in trustees of the presents entitled to the capitalized funds as may seem expedient to the Board, where requisite a proper contract shall be filled in accordance with section 39 and other applicable provisions of the Act and rules thereunder, and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effective.

DIVIDEND

161. (1) Subject to the rights of members entitled to shares (if any) with preferential or special rights attached thereto the profits of the Company, which it shall from time to time determine to divide in respect of any year or other period, shall be applied in the payment of a dividend on the equity shares of the Company according to the amounts paid or credited as paid on the shares in respect where of the dividend is paid and so that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not rank for dividends or confer a right to participate in profits.
- (2) 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.
162. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits any may, subject to the provisions of section 127 and other applicable provisions of the Act and rules thereunder, fix the time for payment.
163. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
164. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
165. No larger dividend shall be declared than is recommended by the Board, but the Company in general meeting may declare a smaller dividend.
166. Subject to the provisions of section 123 and other applicable provisions of the Act and rules thereunder, no dividend shall be declared or paid except out of the profits of the Company or out of moneys provided by the Central or State Government for the payment of the dividend in pursuance of any guarantee given by such Government and no dividend shall carry interest against the Company.
167. Subject to the provisions of the Act, the declaration of the Board as to the amount of the net profits of the Company shall be conclusive.
168. The Board may, from time to time, pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company.
169. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to Company on account of calls on shares or otherwise.
170. Subject to the provisions of Article 18 any general meeting declaring dividend may make a call on the members of such amount as the meeting fixes, but so that call on each members shall not exceed the dividend payable to him, and so that the call made earlier be payable at the same time as the dividend and the dividend may be set off against the call.
171. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

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172. No dividend shall be payable except in cash. Provided that nothing in the foregoing shall be deemed to prohibit the capitalization of profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on the shares held by the members of the Company.
173. A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the Company.
174. No dividend shall be paid in respect of any share except to the registered holder of such share or to his order or to his bankers but nothing contained in this Article shall be deemed to require the bankers of a registered shareholder to make a separate application to the Company for the payment of the dividend. Nothing in this Article shall be deemed to affect in any manner the operation of Article 168.
175. No dividend shall bear interest against the Company.
176. The dividend on Shares, in respect of which instrument of transfer of shares has been delivered to the Company for registration and the transfer of shares has not been registered by the Company, shall be transferred to Special Account referred to in Section 124 and other applicable provisions of the Act and rules thereunder pending transfer.
177. Any one of several persons who are registered as the joint holders of any share may give official receipts for all dividends, bonuses and other payments in respect of such share.
178. Unless otherwise directed in accordance with Section 123 and other applicable provisions of the Act and rules thereunder, any dividend, interest or other moneys payable in cash in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the holder or, in the case of joint-holders who is the first named in the register in respect of the joint holding to such person and to such address as the holder or joint holders, as the case may be, may direct, and every cheque or warrant so sent shall be made payable to the order of the persons to whom it is sent.
179. No unclaimed dividend shall be forfeited till the claim thereto barred by law and the Company shall comply with the requirements of Section 123 and 124 and other applicable provisions of the Act and rules thereunder as regards any unpaid or unclaimed dividends declared by the Company.
180. The waiver in whole or in part of any dividend on any share by any document (whether or not under Seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

BOOKS AND DOCUMENTS

181. The Board shall cause to be kept in accordance with section 128 and other applicable provisions of the Act and rules thereunder proper books of accounts with respect:
 - (a) all sums of money received and expended by the Company and the matter in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchase of goods by the Company;
 - (c) the assets and liabilities of the Company; and
 - (d) any other particulars as may be required by the Central Government
182. The books of account shall be kept at the office, Branch office or at such other place in India as the Board may decide and when the Board so decides, the Company shall within seven days of the decision, file with the Registrar a notice in writing giving the full address of that other place.
183. (1) Subject to the provisions of section 128 and other applicable provisions of the Act and rules thereunder, the books of account and other books shall be open to inspection during business hours by any Director, Registrar or other Officer authorized by the Central Government in this behalf.

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(2) The Board shall, from time to time, determine whether and to what extent and of what time and places, and under what conditions, or regulations the books of account and books and documents of the Company, other than those referred to in Articles 141(2) and 206 or any of them, shall be open to the inspection of the members not being Directors and no member (not being a Director) shall have any right of inspecting any books of account or books of documents of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

184. The Books of account of the Company together with the vouchers relevant to any entry in such books of account shall be preserved in good order for a period not less than the period provided in Section 128 and other applicable provisions of the Act and rules thereunder.

BALANCE SHEET AND ACCOUNTS

185. At every Annual General Meeting the Board shall lay before the Company its financial statement along with the consolidated financial statement of its subsidiaries made up in accordance with the provisions of Section 129 of the Act and such Financial Statement shall comply with the requirements of Section 2(2), 129, 133, and 134 and of Schedule III and other applicable provisions of the Act and rules thereunder so far as they are applicable to the Company but save as aforesaid, the Board shall not be bound to disclose greater details of the result or extent of the trading and transactions of the Company than it may deem expedient.

186. There shall be attached to every Financial Statement laid before the Company a report by the Board complying with Section 134 and other applicable provisions of the Act and rules thereunder.

187. A copy of every Financial Statement, the Auditor's Report and every document required by law to be annexed or attached to the Financial Statement shall, as provided by the Section 136 and other applicable provisions of the Act and rules thereunder, not less than twenty-one days before the meeting be sent to every such member, debenture-holder, trustee and other person to whom the same in required to be sent by the said Section.

188. Printed copy of every Financial Statement, the auditor's report and every other document required by Law to be annexed or attached as the case may be, to the Financial Statement which is to be laid before the Company in Annual General Meeting, shall be made available for inspection at the Registered Office of the Company during working hours for a period of twenty one days before the date of the meeting. A statement containing the salient features of such documents in the prescribed form or the copies of the documents aforesaid as, the Company may deem fit will be sent to every member of the Company and to every trustee for the holder of any debentures issued by the Company not less than twenty one days before the date of the meeting, subject to the provisions of Sections 136 and other applicable provisions of the Act and rules thereunder.

189. The Company shall comply with Section 137 and other applicable provisions of the Act and rules thereunder as to filing copies of the Financial Statement and documents required to be annexed or attached thereto with the Registrar.

AUDIT

190. Once at least in every year the books of account of the Company shall be examined by one or more Auditors.

191. The first Auditor or Auditors of the Company shall be appointed by the Board within one month after the date of registration of the Company and the Auditor or Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting of the Company.

192. Subject to the provisions of section 139 of the act and rules made thereunder the Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting and shall, within fifteen days of the appointment, give intimation thereof to every Auditor so appointed. The appointment, remuneration, rights and duties of the Auditor or Auditors shall be regulated by Sections 139 to 143 and other applicable provisions of the Act and rules thereunder.

193. Where the Company has a branch office, the provisions of Section 143 and other applicable provisions of the Act and rules thereunder shall apply.

194. All notices of and other communication relating to any general meeting of the Company which any member of the Company is entitled to have been sent to him, shall also be forwarded to the

ARTICLES OF ASSOCIATION

Auditor of the Company, and the auditor shall be entitled to attend any general meeting and to be heard at any general meeting which he attends on any part of the business which concerns him as Auditor.

195. The Auditor's Report (including the Auditor separate, special or supplementary report, (if any) shall be read before the Company in general meeting and shall be open to inspection by any member of the Company.
196. Every Financial Statement of the Company when audited and adopted by the Company in General Meeting shall be conclusive except as regards any error discovered therein.

SERVICE OF NOTICES AND DOCUMENTS

197. (1) A notice or other document may be given by the Company to any member either personally or by sending it through electronic mode as per the provisions of the act and rules thereunder to him to his registered e-mail address or by post at his registered physical address (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for the giving of notices to him.
- (2) The Company's obligation shall be satisfied when it transmits the email and the Company shall not be held responsible for a failure in transmission beyond its control.
- (3) If a member entitled to receive notice fails to provide or update relevant email address to the Company, or to the depository participant as the case may be, the Company shall not be in default for not delivering notice via email.
- (4) Where a notice or other document is sent by post:
- (a) services thereof shall deemed to be effected by properly addressing, prepaying and posting a letter containing the notice or document, provided that where a member has intimated to the Company in advance that notices of documents should be sent to him under certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sufficient sum to defray the expenses of doing so, service to the notice or document shall not be deemed to be effected unless it is sent in the manner intimated by the member, and
- (b) such service shall be deemed to have been effected.
- (i) in the case of notice of a meeting, at the expiration of forty-eight hours after the letter containing the same is posted, and
- (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
198. A notice or other document advertised in a newspaper circulating in the neighborhood of the office shall be deemed to be duly served on the day on which the advertisement appears on every member of the Company who has no registered address in India and has not supplied to the Company and address within India for the giving of notices to him. Any member who has no registered address in India shall, if so required to do by the Company, supply the Company with an address in India for the giving of notice to him.
199. A notice or other document may be served by the Company on the joint holders of a share by giving the notice to the joint holder named first in the Register in respect of the share.
200. A notice or other document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed them by name, or by the title of representatives of the deceased or assignee of the insolvent or by any like description, at the address if any, in India supplied for the purpose by the persons claiming to be so entitled, or until such an address has been so supplied by giving the notice in any manner in which the same might have been given if the death or insolvency had not occurred.
201. Any notice required to be given by the Company to the members or any of them and not expressly provided for by these Articles or by the Act shall be sufficiently given if given by advertisement.

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202. Any notice required to be or which may be given by advertisement shall be advertised once in one or more newspapers circulating in the neighbourhood of the office.
203. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.
204. Every person who by operation of law transfer or other means whatsoever shall become entitled to any share shall be bounded by every notice in respect of such share which previously to his name and address being entered on the Register and the Company's records shall have been given to the person from whom he derives his title to such share.
205. Subject to the provisions of Articles 199, any notice or document delivered or sent by post or electronic mode to left at the registered physical/email address of any member in pursuance of these Articles shall, notwithstanding such member be then deceased and whether or not the Company have notice of his deceased, be deemed to have been duly served in respect of any registered share whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his nominees, heirs, executors or administrators and all persons, if any, jointly interested with him in any such share.

KEEPING OF REGISTERS AND INSPECTION

206. The Company shall duly keep and maintain at the office, in accordance with the requirements of the Act in that behalf, the following Registers:
- (1) A Register of investment not hold by the Company in its own pursuant to Section 187(3) of the Act.
 - (2) A Register of Deposits pursuant of the Companies (Acceptances of Deposits) Rules, 2014.
 - (3) A Register of Charges pursuant of Section 143 and other applicable provisions of the Act and rules thereunder.
 - (4) A Register of Members pursuant of Section 88 and other applicable provisions of the Act and rules thereunder and, whenever the Company has more than 50 members, unless such Register of Members is in a form which itself constitutes, an index of members pursuant of Section 88 and other applicable provisions of the Act and rules thereunder.
 - (5) A Register of Renewed and Duplicate Certificates pursuant to and other applicable provisions of the Act and rules thereunder or any statutory modification or re-enactment thereof.
 - (6) A Register of Debenture holders pursuant of Section 88 and other applicable provisions of the Act and rules thereunder and, an index of Debenture holders pursuant to Section 88(3) of Act maintained by the depository under section 11 Depositories Act 1996 shall be deemed to be the corresponding index for the purpose of this act.
 - (7) A Register of contracts pursuant to Section 190 and other applicable provisions of the Act and rules thereunder.
 - (8) A Register of Directors, Managing Director and Secretary pursuant to Section 170 of the Act.
 - (9) A Register of Director's Shareholdings pursuant to Section 170 and other applicable provisions of the Act and rules thereunder.
 - (10) A Register of investments made by the Company in shares and debentures of bodies corporate in the same group pursuant to Section 186 of the Act.
207. The Company shall comply with the provisions of Sections 17, 71, 94, 117, 119, 136, 189, 190, 170, 171, and 186 and other applicable provisions of the Act and rules thereunder as to the supplying of copies of the Registers, deeds, documents, instruments, returns, certificates and books therein mentioned to the persons therein specified when so required by such persons, on payment of the charges, if any, prescribed by the said Sections.

ARTICLES OF ASSOCIATION

208. Where under any provision of the Act any person, whether a member of the Company or not, is entitled to inspect any register, return, certificate, deed, instrument or document required to be kept or maintained by the Company, the person so entitled for inspection shall be permitted to inspect the same during the hours of 10 a.m. to 12 noon on such business days as the Act requires them to be open for inspection.
209. The Company may, after giving not less than Seven day's previous notice by a advertisement in some newspaper circulating in the district, in which the Office is situated, close the Register of Members or the Register of debenture-holders, as the case may be for any periods not exceeding in the aggregate forty-five days in each year but not exceeding thirty days at any one time.

RECONSTRUCTION

210. On any sale of the undertaking of the Company, the Board or the Liquidators on a winding up may, if authorised by a Special Resolution accept fully paid or partly paid up shares, debentures or securities of any other Company, whether incorporated in India or not, either then existing or to be formed for the purpose in whole or in part of the property of the Company and the Board (if the profits of the Company permit) or the Liquidators (in a winding up) may distribute such shares or securities or any other property of the Company amongst the members without realisation or vest the same in trustees for them and any Special Resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefit or property, otherwise than in accordance with the strict legal rights of the members or contributors of Company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound up such statutory rights (if any) under Section 494 of the Act as are incapable of being varied or excluded by these Article.

SECRECY

211. Every Director, Secretary, Trustee for the Company, its members or debenture holders, members of a Committee, Officer, Servant, Agent, Accountant, or other person employed in or about the business of the Company shall if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transaction of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any general meeting or by a Court of law and except so far as may be necessary in order to comply with any of the Provisions in these Articles contained.
212. No member or other person (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the premises or properties of the Company without the permission of the Board or subject to Article 183, to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinions of the Board it will be inexpedient in the interest of the Company to communicate.
213. Subject to the provisions of the Act, no Director or other officer of the Company shall be liable for the acts, deeds, receipts, neglects or defaults of any other Director or officer, or other act for conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Board of Director for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, Company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss or damage or misfortune whatever, which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

WINDING UP

214. If the Company shall wound up and the asset available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess, shall be distributed among the members in proportion to the capital at the commencement of the winding up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued with preferential rights and/or upon special terms and conditions.
215. If the Company shall be wound up, whether voluntarily or otherwise the Liquidator may with the sanction of a Special Resolution, divide among the contributories, in specific or kind, the whole or any part of the assets whether they consist of property of same kind or not of the Company and may, with the like sanction, vest the whole or any part of the assets of the Company in Trustee with the like sanction, shall think fit.

INDEMNITY

216. (1) Subject to the provisions of the Act, every Director, Managing Director, Whole Time Director, Manager, Company Secretary and other Officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expenses) which such Director, Manager, Company Secretary and Officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director, Manager, Company Secretary or Officer or in any way in the discharge of his duties in such capacity including expenses.
- (2) Subject as aforesaid, every Director, managing Director, whole time Director, manager, Company secretary and other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
- (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 Key Managerial Personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably

GENERAL

217. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its Articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.
218. Any provisions contained in these Articles shall, to extent to which it is repugnant to the provisions of the Act or the Rules, become or be void, as the case may be without affecting other regulations contained in these Articles.

ARTICLES OF ASSOCIATION

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

Sr. No.	Names, Addresses, Descriptions, Occupations and Signature of the Subscribers	Number of Equity Shares taken by each Subscriber	Name, Address Description and Occupation of the Common Witness
1.	<p>SATISH PANCHARIYA S/o. Ramswaroop Panchariya 7, Nandenbaug Society - 2, Shahibaug, Ahmedabad - 380 004.</p> <p>Occupation : Business Sd/-</p>	<p>10 (Ten)</p>	<p>Common Witness To All</p> <p>SHANTILAL R. SANGHVI S/o. Ratilal Sanghvi 306, Ratna Deep Chambers, Nr. High Court, Ashram Road, Navrangpura, AHMEDABAD - 380 009.</p> <p>Occupation : Company Secretary Sd/-</p>
2.	<p>ARUN PANCHARIYA S/o. Ramswaroop Panchariya 7, Nandenbaug Society - 2, Shahibaug, Ahmedabad - 380 004.</p> <p>Occupation : Business Sd/-</p>	<p>10 (Ten)</p>	
	Total :	<p>20 (Twenty)</p>	

Place : **AHMEDABAD**

Dated this **1st** day of **AUGUST, 1995.**

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Total 53-00

18/4/12

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

ORIGINAL JURISDICTION

COMPANY PETITION NO. 308 OF 2008

CONNECTED WITH

COMPANY APPLICATION NO. 242 OF 2008

CONNECTED WITH

COMPANY APPLICATION NO. 600 OF 2008

CONNECTED WITH

OJ MISC. CIVIL APPLICATION NO. 25 OF 2011

CONNECTED WITH

CIVIL APPLICATION NO. 95 OF 2011

In the matter of Sec.391 to 394 of the Companies Act, 1956 ;

And

In the matter of Asian Granito India Ltd., a company having its registered office at City Mall, 2nd Floor, Besides Rajpath Club, S.G.Highway, Ahmedabad-59.

AND

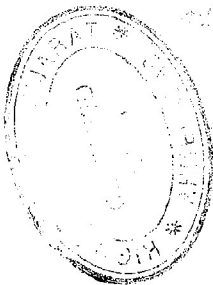
In the matter of Scheme of Amalgamation of Asian Tiles Ltd. with Asian Granito India Ltd. ;

And

In the matter of ;

Asian Granito India Ltd.,
A company having its registered office
City Mall, 2nd Floor,
Besides Rajpath Club,
S.G.Highway, Ahmedabad-59

....Petitioner
(Transferee Company)



13/2/11
18/4/12
Notified - 18/4/12
By Posts
Dy. S.O.

Section of Laws
Deemed Department
Dt. 7/2/12

BEFORE THE HONORABLE MR. JUSTICE K.M. THAKER

DATE : 2.12.2011

AND BEFORE THE HON'BLE MR. JUSTICE JAYANT PATEL

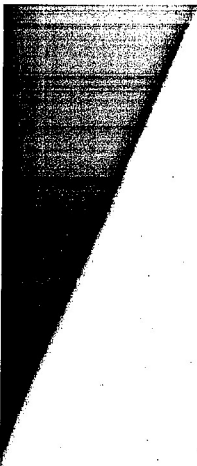
DATE : 17.9.2009

ORDER ON PETITION

The above petition coming on for hearing on 17th day of September, 2009, UPON READING the said petition, the order dtd. 01.04.2008 r/w. 22.04.2008 made in Company Application No.242 of 2008 whereby the meeting of the equity shareholders of the Company was ordered to be held, the order dated 8.12.2008 made in Company Application No. 600/2008 condoning delay in filing Chairman report, the chairman report reporting that the equity shareholders present and voting at the meeting have approved the Scheme with unanimous majority, the order dated 19.12.2008 made admitting the petitions, the affidavit dated 17.1.2009 showing compliance of the order for publication of the notice of petition having published in 'Indian Express' English Daily and 'Lok-satta Jan-satta' Gujarati daily both Ahmedabad Editions, the report filed by the office of Dy. Registrar of Companies dated 4.3.2009 together with affidavit, the affidavit dated 8.9.2009 filed on behalf of the Company in response to the report filed by Dy. Registrar of Companies, the order dated 13.4.2011 made in Misc. Civil Application No.25/2011 in Company Petition No.308/2008 to accept the revised schedule of properties of the Transferor Company for being transferred in the Transferee Company, order dated 2.12.2011 made in Civil Application no.95/2011 allowing amendment/modification of the Scheme of Amalgamation and issuance of consequential directions and upon hearing Mr. Navin Pahwa, Advocate for petitioner company and Shri P.S. Champaneri, Learned Assistant Solicitor General as also Shri M. Iqbal Shaikh, Learned Central Government Standing Counsel and it appearing from the Chairman Report that the shareholders and creditors have approved the Scheme with requisite majority and the Scheme has also been allowed to be amended/ modified and revised Schedule of properties is also



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18/12/11
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approved and consequential directions are issued for issuance of fresh orders along with the amended/ modified Scheme of Amalgamation and fresh Schedule of properties of the Transferor Company for being transferred to the Transferee Company.

THIS COURT DOTH hereby sanction the compromise or arrangement set forth in paragraph 7 of the petition herein and in the Schedule hereto, and doth hereby declare that the same to be binding on the Shareholders and Creditors of the above named company and also on the said company.

AND THIS COURT DOTH FURTHER ORDER that, the appointed date of the Scheme of Amalgamation shall be 1st April 2008.

AND THIS COURT DOTH FURTHER ORDER that the parties to the compromise or arrangement or other persons interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to the working of the compromise or arrangement, and

That the said Company do file with the Registrar of the Companies a certified copy of this order within thirty days from the date of obtaining the same together with amended/ modified Scheme of Amalgamation.

THIS COURT DOTH FURTHER ORDER that payment of Rs.3,500/- as the cost of the petition awardable to Shri M. Iqbal Shaikh, Learned Central Government Standing Counsel and an amount of Rs. 1,500/- to the Official Liquidator and further an amount of Rs. 1,500/- to be paid to Shri P.S. Champaneri, Learned Assistant Solicitor General of India.

SCHEDULE

Scheme of Amalgamation modified and sanctioned by the Court.

Dated this 2nd December 2011.

SCHEME OF AMALGAMATION

BETWEEN

ASIAN TILES LIMITED

THE TRANSFEROR COMPANY

WITH

ASIAN GRANITO INDIA LIMITED

THE TRANSFEREE COMPANY

1. GENERAL

This Scheme of Arrangement provides for the amalgamation of Asian Tiles Limited with Asian Granito India Limited pursuant to Sections 391 to 394 and other relevant provisions of the Companies Act 1956.

2. DEFINITIONS

In this Scheme, unless the context otherwise requires, the following expressions shall have the following meanings:

2.1 The Act

"The Act" means the Companies Act, 1956.

2.2 Appointed Date

"The Appointed Date" means 1st Day of April, 2008 or such other date as the High Court at Ahmedabad may direct.

2.3 The Board

"The Board" means the Board of Directors.

2.4 The Court

"The Court" means the Honorable High Court of Judicature at Ahmedabad.



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2.5 Effective Date

"The Effective Date" means the later of the following dates or such other dates as the Court may direct, namely:

- a) the date on which the last of all the necessary consents, approvals, permissions, resolutions, agreements, sanctions and orders as are hereinafter referred to have been obtained or passed and
- b) the date on which certified copies of the Order of the Court under Sections 391, 392 and 394 of the Act sanctioning the scheme and vesting the undertaking including the assets, liabilities, rights, duties, obligations, and the like of the Transferor company in the Transfer Company are filed with the Registrar of Companies, Gujarat.

2.6 The Scheme

"The Scheme" means the scheme of Amalgamation in its present form submitted to the High Court of Judicature at Ahmedabad for sanction or with any modification(s) approved or imposed or directed by the said High Court.

2.7 The Transferee Company

"The Transferee Company" means Asian Granito India Limited, a Company incorporated under the Companies Act, 1956, bearing Registration No. 04 - 27025 having its Registered Office at City Mall, 2nd Floor, Beside Rajpath Club, S. G. Highway, Ahmedabad 380 059.

2.8 The Transferor Company

"The Transferor Company means Asian Tiles Limited, a Company incorporated under the Companies Act, 1956, having its Registered office at Behind Sardar Plant, Idar 383430 Dist. Sabarkantha Gujarat

2.9 The Undertaking

2.9.1 "The Undertaking" shall mean:

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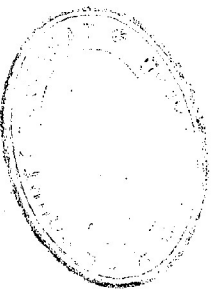
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- a) all the assets, claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Transferor Company as on the Appointed Date (hereinafter referred to as "the said assets")
- b) all the debts, duties, liabilities and obligations of every description of, or pertaining to, the Transferor Company as on the Appointed Date, whether provided for or not in the books of account of the Transferor Company and whether disclosed or undisclosed in the Balance Sheet (hereinafter referred to as "the said liabilities")

2.9.2 Without prejudice to the generality of clause 2.9.1(a) above, the undertaking of the Transferor Company shall include advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorisations, benefits, capital work-in-progress, concessions, rights and assets, industrial and intellectual property rights of any nature whatsoever and licenses in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patents, permits, powers of every kind, nature and description whatsoever, privileges, provision funds, quota rights, registrations, reserves, and all properties, movable and immovable, real, corporeal or in corporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situated, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, all other utilities held by the Transferor Company or to which the Transferor Company is entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/or deposits including security deposits paid by the Transferor Company and all other interests whatsoever situate, belonging to or in the ownership, power or possession and in the



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control of or vested in or granted in the favour of or enjoyed by or arising to the Transferor Company

3. SHARE CAPITAL

3.1 Share Capital of the Transferor Company.

The Authorised, Issued, Subscribed and paid-up Capital of ASIAN TILES LIMITED as on 31.03.2007, is as follows:

Particulars	Amount in Rs.
Authorised Capital (62,50,000 Equity Shares of Rs 10/- each.)	6,25,00,000
Issued, Subscribed and Paid-up (40,61,298 Equity Shares of Rs.10/- each)	4,06,12,980



3.2 Share Capital of the Transferee Company

The Authorised, Issued, Subscribed and paid-up Capital of ASIAN GRANITO INDIA LIMITED as on 31.03.2007, is as follows:

Particulars	Amount in Rs.
Authorised Capital (2,50,00,000 Equity Shares of Rs 10/- each)	25,00,00,000
Issued, Subscribed and Paid-up (1,40,61,291 Equity Shares of Rs 10/- each)	14,06,12,910

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4. TRANSFER OF THE UNDERTAKING OF THE TRANSFEROR COMPANY

4.1 With effect from the opening of business as on the Appointed Date, the Undertaking of the Transferor Company Shall, without any further act or deed, be and the same shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company pursuant to the provisions of Section 394 and other applicable provisions of the said Act PROVIDED ALWAYS that the Scheme shall not operate to enlarge the security for any loan, deposit or liability created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security thereof after the amalgamation has become effective or otherwise.



4.2 With effect from the Effective Date/Transfer Date, and subject to any corrections and adjustments as may, in the opinion of the Board of directors of the Transferee company be required, the reserves of the Transferor Company will be merged with those of the Transferee Company in the same form as they appeared in the Financial Statements of the Transferor Company.

The difference between the amount recorded as fresh share capital issued by the Transferee Company on amalgamation and the amount of share capital of the Transferor Company will be reflected in the Revenue Reserves of the Transferee Company.

4.3 With effect from the appointed date, all the said liabilities shall, without any further act or deed, be and stand transferred to the transferee Company pursuant to the applicable provisions of the said act, so as to become as from the Appointed date, the debts, liabilities, duties, and obligations of the Transferee Company.

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4.4 The transfer and vesting of undertakings of the Transferor Company under this clause 5 and the continuance of the proceedings by the Transferee Company under clause 6 hereof shall not affect any transactions or proceedings already concluded by the Transferor Company in the Ordinary Course of business on and after the Appointed date to the end and intent that the Transferee Company accepts on behalf of itself all acts, deeds and things done and executed and all transactions or proceedings concluded by the Transferor Company.

4.5 The vesting of the undertaking shall by virtue of the provisions of this Scheme, and the effect of the provisions of Section 394 of the act, take place at the registered office of the Transferee Company.

4.6 The entire authorized share capital of Asian Tiles Limited, the Transferor Company shall stand merged/ transferred into the authorized share capital of Asian Granito India Limited, the Transferee Company.



5. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

5.1 Subject to provisions contained in the Scheme, all contracts, deeds, bonds, debenture, lawful agreements and other instruments of whatever nature to which the Transferor Company is a party subsisting or having effect immediately before the Effective Date/ Transfer Date shall remain in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and as effectually as if, instead of the Transferor Company, the Transferee Company had been party thereto.

5.2 Upon the Scheme becoming effective all rights and obligations of the Transferor Company and the Transferee Company against each other

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under any contract, deed, bond, agreement, arrangement and other instrument entered into between the Transferor company and the transferee company shall stand discharged and cancelled and have no effect.. It is clarified that any contract, deed, bond, agreement, arrangement and other instrument entered into between the Transferor company, the transferee company and any third party shall continue to be valid and existing subject only to the cancellation and discharge of all rights and obligations of the transferor company and the transferee company against each other.

5.3 With effect from the appointed date all rights and licences relating to trade marks, know-how, technical data, trade names, description, trading style, franchisee, labels, label designs, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, privileges and any rights title or interest in the intellectual property rights, powers, facilities of every kind and descriptions of whatsoever nature in relation to the undertakings of the transferor company or to which the transferor company is a party or to the benefit of which the transferor company may be entitled/eligible and which are subsisting or have effect immediately before the appointed date, shall be in full force and effect on or against or in favour of the transferee company, as the case may be and may be enforced as fully and effectually as if, instead of the transferor company, the transferee company had been a party or beneficiary or oblige thereto.



6. LEGAL PROCEEDINGS

All proceeding of whatsoever nature (legal and other, including any suits, appeals, arbitrations, execution, proceedings, revisions, writ, petitions, if any) by or against the Transferor Company shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or anything contained in this scheme but the said proceeding, shall, till the Effective

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date be continued, prosecuted by and against the Transferor Company as if this scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Transferor Company if this scheme had not been made. The transferee Company shall take steps to have the above mentioned proceedings continued in its name.

7. OPERATIVE DATE OF THE SCHEME

The Scheme though operative from the Appointed Date, shall become effective from the Effective Date/ Transfer Date.

8. EMPLOYEES

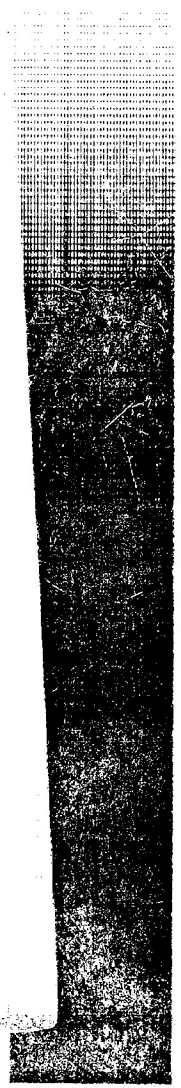
8.1 All employees of the transferor company as on effective date, shall on and from the effective date, become the employees of the transferee company in such position, rank and designation as may be determined by the transferee company with the continuity of service and such that the terms and conditions of their employment with the transferee company are no less favorable than those applicable to them as employees of the transferor company on the effective date.

8.2 The transferee company undertakes to continue to abide by any agreement(s) /settlement(s) entered into by the transferor company with any employees of the transferor company. The transferee company agrees that for the purpose payment of any retrenchment, compensation, gratuity and other terminal benefits, the past services of such employees with the transferor company shall also be taken into account and further agrees and undertakes to pay he same as and when payable.



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9. CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANY TILL THE EFFECTIVE DATE/ TRANSFER DATE.

With effect from the Appointed Date and up to the Effective Date/ Transfer Date, the Transferor Company:

9.1 shall carry on and be deemed to carry on all their business activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising to it shall, for all purposes, be treated as and deemed to be the profits or losses of the Transferee Company as the case may be

9.2 shall not, without the written consent of the Transferee Company, undertake any new business

10. CANCELLATION OF SHARES

Since the transferee company and / or its nominees holds 100% of the issued, subscribed and paid up capital of the transferor company the entire share capital held by the transferee company in the transferor company shall stand cancelled and extinguished upon the scheme being effective and in lieu thereof no allotment of any shares in the transferee company shall be made to any person whatsoever.

11. ACCOUNTING TREATMENT

11.1 Upon the coming into effect of the Scheme, Transferee Company shall record all the assets and liabilities vested in the transferee company pursuant to this Scheme at their book values.

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11.2 The debit balance in the Profit and Loss Accounts of the Transferor Company shall be debited by the Transferee Company to Profit and Loss Account and thereafter be dealt with in the same manner as it would have been, had it incurred by the Transferee Company.

11.3 The Transferee Company shall credit to its Share Capital account in its books of account the aggregate face value of the new shares issued by it to the members of the Transferor Company pursuant to this Scheme.

12. APPLICATION TO THE HIGH COURT FOR SANCTIONING SCHEME

The Transferor Company and the Transferee Company hereto shall, with all reasonable dispatch, make applications under Section 391 and 394 of the said Act to the High Court of Judicature at Ahmedabad for sanctioning this Scheme and for dissolution of the Transferor Company without Winding up.

13. MODIFICATIONS/ AMENDMENTS TO THE SCHEME

13.1 The Transferor Company (by their Directors) and the Transferee Company (by their Directors) may assent to any modification or amendment to the Scheme or agree to any terms and/or conditions which the Court and/or other authorities under law may deem fit to direct or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme and do all act, deed and things as may be necessary, desirable or expedient for putting the Scheme into effect.

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13.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Directors of the Transferee Company are hereby authorised to give such directions and/or to take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

14. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

The Scheme is Conditional upon and subject to the approvals/sanctions by the requisite majority of the shareholders/ creditors, authorities as may be applicable and the amalgamation shall be deemed to be complete on the date on which the last of such approvals / sanctions shall have been obtained.

15. SCHEME SUBJECT TO SANCTION/ MODIFICATION OF THE HIGH COURT

The Scheme shall be subject to sanction/ modification as the Court while sanctioning such amalgamation of the Transferor Company with the Transferee Company may direct as required under the provisions of Companies Act, 1956.

16. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the Scheme being sanctioned and an order being made by the Court under Section 394 of the Act, the Transferor Company shall stand dissolved without winding up on the effective date.

17. EFFECT OF NON RECEIPT OF APPROVALS/SANCTIONS

In case the Scheme is not sanctioned by the High Court of Judicature at Ahmedabad the Scheme shall become null and void.

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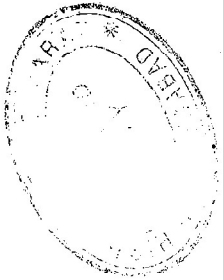
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18. EXPENSES CONNECTED WITH THE SCHEME

All cost, charges and expenses of Transferee and Transferor Companies in relation to or in connection with the Scheme shall be borne by the Transferee Company.

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Co. Petn 308 (2008)

WITNESS BHASKAR BHATTACHARYA ESQUIRE, THE
ACTING CHIEF JUSTICE AT AHMEDABAD AFORESAID THIS
2ND DAY OF DECEMBER, 2011.

checked & found correct & signed
each & every page.

[Signature]
31/12/11
Dy.S.O.
(A. G. Desai)

[Signature]
H. H. H.
31/12/11

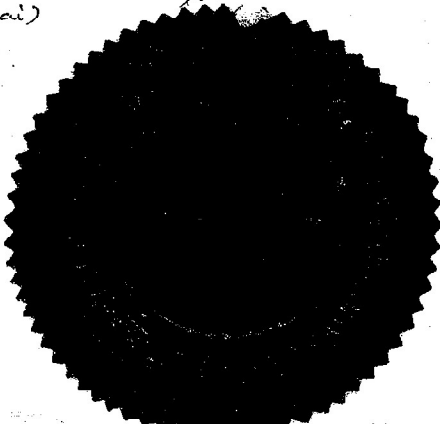
[Signature]
09/04/12
G. S. Mahapatra
By Reg.

BY ORDER OF THE COURT

[Signature]

REGISTRAR (JUDICIAL)

This 16th day of April, 2012 *sp*



[Signature]
17/4

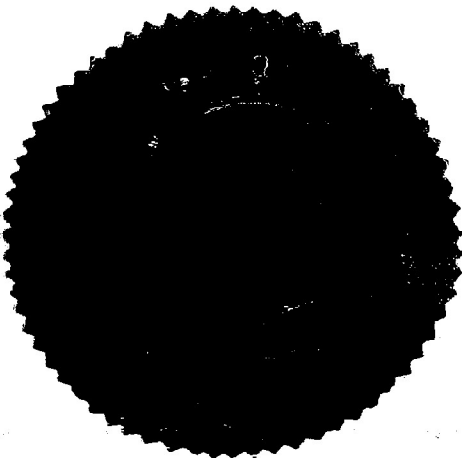
DY. REGISTRAR & SEALER

This 17th day of April, 2012 *sp*

ORDER DRAWN BY

[Signature]
16/4/12 *sp*

SANGEETA PAHWA
ADVOCATE FOR THE PETITIONER,
71, New York Tower 'A',
7th Floor, Opp. Muktidham Derasar,
Thaltej Chowkdi, Thaltej,
Ahmedabad - 45.



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[Signature]

ASSISTANT REGISTRAR
THIS DAY OF

PAGES : ²⁰ 15

CHARGE : ⁸⁵ 75

O/21269-21270/2016

Read By :

Prepared By : K.K. Joshi

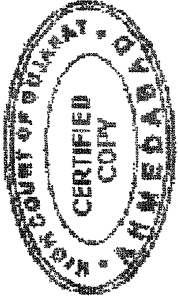
Examined By :

Applied on : 17/06/2016

Prepared on : 02/07/2016

Notified on : 2-7-16

Delivered on : 2/7/16



Dy.S.O.

Section Officer

Decree Department

Decree Department

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

COMPANY PETITION 107 of 2016

In COMPANY APPLICATION 56 of 2016

1 ARTISTIQUE CERAMICS PRIVATE LIMITED
PLOT NO 767, JTI, KHEDA DHOLKA HIGHWAY, VILLAGE, RADHU,
RADHU - 387 560, IN THE STATE OF GUJARAT

Petitioner(s)

VERSUS

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..

Respondent(s)

^{Comp}
Being - No. 107 of 2016

Appearance on Record:

MRS SWATI SOPARKAR as ADVOCATE for the Petitioner(s) No. 1

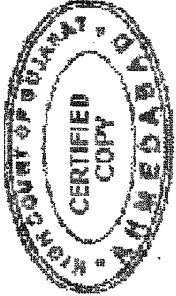
MR DEVANG VYAS as ADVOCATE for the Respondent(s) No. 1

COURT'S ORDER :

CORAM :

HONOURABLE MR.JUSTICE R.M.CHHAYA

Date of Decision: 16/06/2016
(COPY OF JUDGEMENT ATTACHED HEREWITH)



PAGES : 2

CHARGE : 8

Q/21269-21270/2016

Read By :

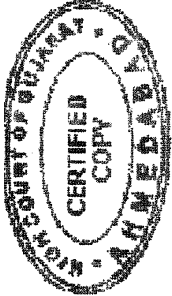
Prepared By : K.K. Joshi

Applied on : 17/06/2016

Prepared on : 02/07/2016

Notified on :

Delivered on :

Examined By *12/7-16*

Dy.S.O.

Decree Department

Section Officer

Decree Department

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

COMPANY PETITION 108 of 2016

In COMPANY APPLICATION 55 of 2016

1 ASIAN GRANITO INDIA LIMITED
 202, DEV ARC, OPP. ISKON TEMPLE, S.G.HIGH WAY,
 AHMEDABAD
 IN THE STATE OF GUJARAT

380015

Petitioner(s)

VERSUS

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Respondent(s)

Comp.
 Being - No. 108 of 2016

Appearance on Record:

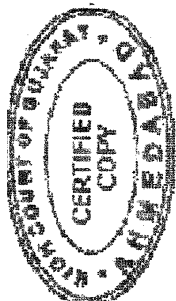
MRS SWATI SOPARKAR as ADVOCATE for the Petitioner(s) No. 1

MR DEVANG VYAS as ADVOCATE for the Respondent(s) No. 1

COURT'S ORDER :

CORAM :

HONOURABLE MR.JUSTICE R.M.CHHAYA
Date of Decision: 16/06/2016
(COPY OF JUDGEMENT ATTACHED HEREWITH)



O/COMP/107/2016

JUDGMENT

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

COMPANY PETITION NO. 107 of 2016

In

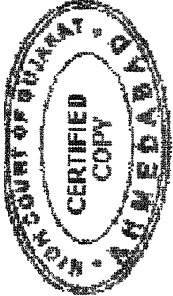
COMPANY APPLICATION NO. 56 of 2016

With

COMPANY PETITION NO. 108 of 2016

In

COMPANY APPLICATION NO. 55 of 2016



FOR APPROVAL AND SIGNATURE:

HONOURABLE MR.JUSTICE R.M.CHHAYA *RM*

1	Whether Reporters of Local Papers may be allowed to see the judgment ?	
2	To be referred to the Reporter or not ?	
3	Whether their Lordships wish to see the fair copy of the judgment ?	
4	Whether this case involves a substantial question of law as to the interpretation of the Constitution of India or any order made thereunder ?	

No

ARTISTIQUE CERAMICS PRIVATE LIMITED....Petitioner(s)

Versus

.....Respondent(s)

Appearance:

MRS SWATI SOPARKAR, ADVOCATE for the Petitioner(s) No. 1

MR DEVANG VYAS, ADVOCATE for the Respondent(s) No. 1

CORAM: HONOURABLE MR.JUSTICE R.M.CHHAYA

Date : 16/06/2016

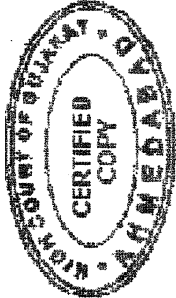
O/COMP/107/2016

JUDGMENT

ORAL JUDGMENT

1. These petitions are filed by two companies for the purpose of obtaining the sanction of this court to a Scheme of Arrangement in the nature of Amalgamation of Artistique Ceramics Private Limited, the petitioner Transferor Company with Asian Granito India Limited, the petitioner Transferee Company, proposed under section 391 to 394 of the Companies Act, 1956.

2. It has been submitted that both the companies are engaged in similar commercial activities viz. manufacturing and marketing a wide range of ceramic and glazed tiles. These companies are also engaged in trading as well as export of the said products. The present scheme of arrangement is proposed for synergic benefits arising out of consolidation of activities, integration of resources and reduction in administrative and operative costs. The petitions provide the details of anticipated advantages.

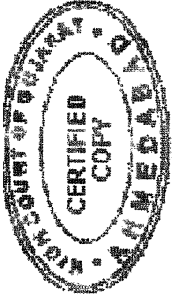


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JUDGMENT

3. It has been further pointed out that the Transferee company viz. Asian Granito India Limited is a listed public limited company and the shares are listed on BSE Limited and NSE Limited. In compliance with clause 24 (f) of the listing agreement, the Petitioner Company had already approached the concerned stock exchanges, and the approvals/clearances obtained from the said exchanges had been placed on record.

4. It has been submitted that vide order dated 15th February 2016 passed in Company Application No. 56 of 2016, meeting of the Equity Shareholders of the Transferor Company was dispensed with in light of the consent letters of all the shareholders placed on record. The meetings of the Secured Creditors and Unsecured creditors of the Transferor Company were directed to be convened in order to obtain their approval to the proposed scheme. Pursuant to the directions, issued with regard to the conduct of the meetings, after the due service of



O/COMP107/2016

JUDGMENT

individual notices to all the Secured and Unsecured creditors of the Transferor Company as well as the public notice, the said meetings were duly convened on 21st March 2016. The proposed Scheme of Arrangement was duly approved unanimously i.e. 100% in number and 100% in value at the respective meetings of the secured and unsecured creditors of the Transferor Company. The result of these meetings had been placed on record in form of Chairman's reports dated 30th March 2016.

5. It has been submitted that vide order dated 15th February 2016 passed in Company Application No. 55 of 2016, meeting of the Unsecured Creditors of the Petitioner Transferee Company was dispensed with in light of the substantially high positive net worth of the Transferee Company, as certified by a Chartered Accountant. The contention of the said petitioner company that the rights and interests of the unsecured creditors of the Transferee Company are not prejudicially

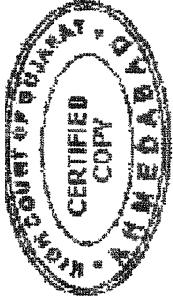


Q/COMP/107/2016

JUDGMENT

affected as a result of the proposed scheme was accepted.

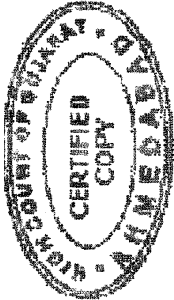
6. However, vide the said order, separate meetings of the Equity Shareholders and Secured Creditors of the Transferee Company were directed to be convened for the purpose of obtaining their approval to the proposed Scheme. Pursuant to the directions, issued with regard to the conduct of the meetings, after the due service of individual notices to all the Equity Shareholders and Secured creditors of the Transferee Company as well as the public notice, the said meetings were duly convened on 18th March 2016. The proposed Scheme of Arrangement was duly approved unanimously i.e. 100% in number and 100% in value at the respective meetings of the Equity Shareholders and secured creditors of the Transferee Company. The result of these meetings had been placed on record in form of Chairman's reports dated 30th March 2016.



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7. Further, the attention of the court was drawn to Para 10 of the Petition. It was submitted that the Transferee company was not required to undertake the procedure for the requisite approval from the Public Shareholders through e voting and Postal Ballot, in light of the exemption available to it vide clause 5.16(a) of SEBI circular no. CIR/CFD/DIL/5/2013 dated February 4, 2013 read with SEBI circular no. CIR/CFD/DIL/8/2013 dated May 21, 2013 read with SEBI circular CIR/CFD/CMD/16/2015 dated November 30, 2015. The Petitioner Company had already submitted the requisite Undertaking and the Auditor's certificate to the SEBI and the copies of the same were also placed on record as Exhibit-'F' to the said petition.
8. The substantive petitions for the sanction of the scheme were filed by the petitioner companies which were admitted on 7th April 2016. The notice for the hearing of the petitions were duly advertised in Ahmedabad editions of English dailies 'Indian Express' and 'Financial

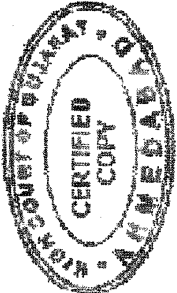


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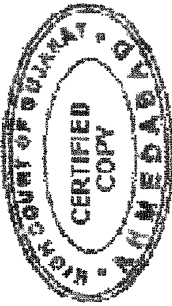
Express' and Gujarati daily 'Divya Bhaskar' dated 20th April 2016. Affidavits dated 28th April 2016 confirm the same. The publication in the Government gazette was dispensed with as directed in the said orders. Pursuant to the said publication in the newspapers, no objections were received by the petitioner or its advocate. The said fact has been confirmed vide the common additional affidavit dated 8th June 2016.

9. Notice of the petition has been served upon the Office of the Official Liquidator for the Transferor company. The report dated 3rd June 2016 has been filed by the Official Liquidator after taking into account the report of the Chartered Accountant appointed by him out of the panel. It has been observed by the Official Liquidator that the affairs of the Transferor Company have been conducted within its object clauses and it has not been conducted in any manner prejudicial to the interest of the members or public interest, hence the



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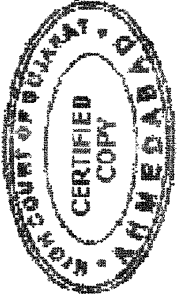
petitioner transferor company may be dissolved without following the process of winding up. However, the Official Liquidator has sought directions to be issued to preserve the books of accounts, papers and records and not to dispose of the same without prior permission of the Central Govt. as per the provisions of Section 396 (A) of the Companies Act, 1956. Accordingly, the Transferee Company is hereby directed to preserve the books of accounts, papers and records of the Transferor Company and not to dispose of the same without prior permission of the Central Govt. It is hereby further directed that even after the scheme is sanctioned, the Transferor company shall comply with all the applicable provisions of law and shall not be absolved from any of its statutory liability.

10. Notice of the petitions have been served upon the Central Govt. and Mr. Kshitiij Amin, learned Central Government Standing Counsel has appeared for Shri Devang Vyas, learned

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Assistant Solicitor General of India, on behalf of Central Govt. A common affidavit dt. 20th May 2016 has been filed by Mr. Shambhu Kumar Agarwal, the Regional Director, North-Western Region, Ministry of Corporate Affairs, whereby some observations are made.



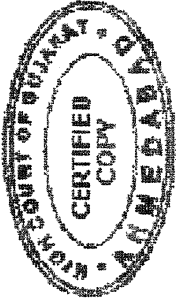
11. The attention of this court is drawn to the common Additional Affidavit dated 8th June 2016 filed by Mr. Kamleshbhai Patel, the Director and Authorised Signatory of the petitioner companies whereby the said issues have been dealt with. I have further heard submissions made by the learned counsel appearing for the Central Govt. and Mrs. Swati Soparkar, learned advocate appearing for the petitioners as follows:

- (i) It has been submitted that observations made vide para 2(a) and (b) are factual statements and do not require any response.
- (ii) Vide Para 2(c) of the affidavit, it has been observed by the Regional Director that the

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Transferee Company, being a listed public limited company, and pursuant to the Observation letters from the Bombay Stock Exchange and National Stock Exchange, issued on 15th January 2016, the Petitioner Company is required to comply with applicable provisions of the SEBI Circulars. In this regard, it has been submitted that the petitioner transferee company has already complied with the requisite provisions. The petitioner Company obtained the requisite approval to the proposed scheme from its Shareholders at the court convened meeting. However, the company was not required to undertake the procedure for the requisite approval from the Public Shareholders through e voting and Postal Ballot, in light of the exemption available to it vide clause 5.16(a) of the SEBI Circulars. It was further pointed out that the Petitioner Company had already submitted the requisite Undertaking and the Auditor's certificate to the SEBI, copies of



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which are also placed on record as referred earlier.

(iii) The observation of the Regional Director vide Para 2(d) of the affidavit pertains to compliance with FEMA and RBI Guidelines as a small part of the Equity Share Capital of the Transferee Company is held by FIIs/NRIs. In this regard, it has been submitted that the Transferee Company is not required to obtain any prior approval from the said authorities. Moreover, since no shares are being issued to these shareholders of the Transferee Company under the scheme, no specific permission is required to be obtained from the regulatory authorities, in this regard. Notwithstanding the said contention, the Petitioner Company has undertaken to ensure compliance with applicable FEMA and RBI Guidelines.

(iv) Vide Para 2(e) of the affidavit, it has been observed by the Regional Director that the clause 11.1 (d) of the Scheme dealing with

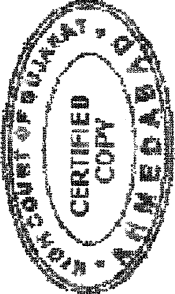


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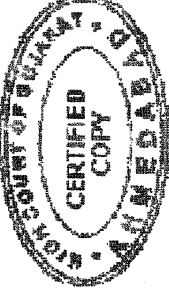
the proposed Accounting Treatment does not specifically mention the name or type of Reserves for such treatment and that directions should be issued in this regard. In this connection, it has been pointed out that vide clause 11.1 (a), it has already been specified that the Transferee Company shall account for amalgamation in accordance with Accounting Standard-14. Further, the Regional Director has sought an undertaking that reserves so created, if any, shall not be available for distribution of dividend. In this regard, reliance has been placed on the decision of the Hon'ble Division Bench of the Gujarat High Court by the Petitioner. It is submitted that the aforesaid decision has concluded the said issue vide order passed in O.J. Appeal No. 33 of 2012 in the matter of Adishree Tradelinks Private Limited (176 Company Cases 67 Guj.) whereby it is held that such restriction is not necessary.

(v) The observation of the Regional Director made



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vide para 2(f) pertains to letter dated 25th April 2016 sent by the Regional Director to the Income Tax Department to invite their objections, if any. Since no response has been received from the said Department in the prescribed time, it can be presumed that there are no objections. Further, the petitioner companies have agreed to comply with the applicable provisions of the Income Tax Act and rules.

(vi) It has been further submitted that there are no complaints received by the Registrar of Companies as confirmed by para 2 (g). The Regional Director has vide the observation 2 (h) confirmed that it has no other objection except the above and further confirmed that the proposed scheme is not prejudicial to the interest of the shareholders of the petitioner companies and the public at large.

12. Considering all the facts and circumstances and the contentions raised in the affidavits and

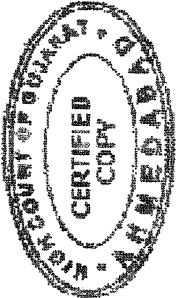
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counter affidavits, and the submissions made during the course of hearing, on behalf of the parties, this court is of the view that that the observations made by the Regional Director, Ministry of Corporate Affairs, do not survive. No directions are required to be issued to the petitioner companies. This court is of the view that based on the material on record it can be concluded that the present scheme of arrangement is in the interest of the shareholders and creditors of both the companies as well as in the public interest, therefore, the same deserves to be sanctioned and the same is hereby sanctioned.

Prayers in terms of paragraph 21 (a) of the Co. Petition No. 107 of 2016, and paragraph 22 (a) of the Co. Petition No. 108 of 2016 are hereby granted.

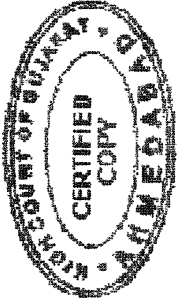
13. The petitions are disposed of accordingly. So far as the costs to be paid to the Central Govt. Standing Counsel is concerned, I quantify



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the same at Rs. 10,000/- per petition. The same may be paid to the learned Standing Counsel appearing for the Central Govt. Costs to be paid to the Office of the Official Liquidator is quantified at Rs. 10,000/- per petition payable only by the Transferor Company. The same may be paid to the Office of the Official Liquidator.



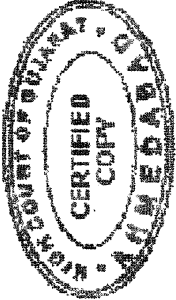
14. The petitioner companies are further directed to lodge a copy of this order, the schedule of immovable assets of the Transferor company, being transferred to Transferee Company, as on the date of this order and the Scheme duly authenticated by the Registrar, High Court of Gujarat, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty, if any, on the same within 60 days from the date of the order.

15. The Petitioner companies are directed to file a copy of this order alongwith a copy of the scheme with the concerned Registrar of

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Companies, electronically, along with INC-28 in addition to physical copy as per relevant provisions of the Act.



16. Filing and issuance of drawn up order is hereby dispensed with.

17. All concerned authorities to act on a copy of this order along with the scheme duly authenticated by the Registrar, High Court of Gujarat. The Registrar, High Court of Gujarat shall issue the authenticated copy of this order alongwith Scheme as expeditiously as possible.

M

(R.M.CHHAYA, J.)

mrp

By Order of the Court
M Alice P.P.
20-6-16
Deputy Registrar

TRUE COPY

22/7/2016

DEPUTY / ASSISTANT REGISTRAR
THIS DAY OF

21/7

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