
*Memorandum
and
Articles of Association
of
JAGAN LAMPS LIMITED
CIN:L31501HR1993PLC033993*



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Delhi
4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Corporate Identity Number: L31501HR1993PLC033993

SECTION 13(1) OF THE COMPANIES ACT, 2013

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

The shareholders of M/s JAGAN LAMPS LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 30-09-2019 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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

Given under my hand at New Delhi this Fifteenth day of October Two thousand nineteen.



Aeshala Vamshi Krishna

Registrar of Companies

RoC - Delhi

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

JAGAN LAMPS LIMITED

NARELA PIAO-MINHARI ROAD, KUNDLI DISTT., Haryana, India, 000000





सत्यमेव जयते

COMPANY NO. **55-51654**

**FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT UPON CHANGE OF NAME**

*In the Office of the Registrar of Companies, N.C.T. Of Delhi & Haryana
[under the Companies Act, 1956 (1 of 1956)]*

IN THE MATTER OF **JAGAN LI-TECH LAMPS LIMITED**

I hereby certify that **JAGAN LI-TECH LAMPS LIMITED**


..... which was originally
incorporated on **EIGHTH** day of **JANUARY**
One Thousand Nine Hundred **NINETY THREE** under the
Companies Act, 1956 (Act 1 of 1956) under the name **JAGAN LI-TECH
LAMPS LIMITED**

..... having duly passed the necessary
resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the
Central Government signified in writing having been accorded thereto under Section 21
read with Government of India, Department of Company Affairs Notification No. G.S.R.
507(E) dated 24-6-1985 by Registrar of Companies, N.C.T. of Delhi & Haryana, New Delhi
vide letter No. **21/55-51654/48** dated **13.1.98** the name of the said Company
is this day changed to **JAGAN LAMPS LIMITED**

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

Given under my hand at NEW DELHI this **FOURTEENTH**
day of **JANUARY** One Thousand Nine Hundred and Ninety **EIGHT**




(S. BISWAS)

REGISTRAR OF COMPANIES,
N.C.T. OF DELHI AND HARYANA

COMPANY No. 55-51654



Certificate for Commencement of Business

व्यापार प्रारम्भ करने का प्रमाण-पत्र

Pursuant to section 149 (3) of the Companies Act., 1956

कम्पनी अधिनियम १९५६ की धारा १४९ (३) के अनुसरण में

I hereby certify that the JAGAN LI-TECH LAMPS LIMITED

मैं एतद द्वारा प्रमाणित करता हूँ कि जगन लो-टेक लैम्पस् लिमिटेड

which was incorporated under the Companies Act., 1956 on
जो कि कम्पनी अधिनियम, १९५६ के अन्तर्गत पंजीकृत की गई थी दिनांक 18 मार्च 1914
the EIGHTH day of JANUARY 1993
and which has filed a duly verified declaration in the
जो जिसने कि यथावत् निर्धारित प्रपत्र में सत्यापित घोषणा पत्र प्रस्तुत
prescribed from that the conditions of section
कर दिया है कि उसने धारा १४९ (२) (क) से (ग)
149 (2) (a) to (c) of the said Act., have been complied with, is entitled
को सभी शर्तों का अनुपालन कर दिया है, अतः व्यापार प्रारम्भ करने का
to commence business.
अधिकारी है।

Given under my hand at NEW DELHI

मेरे हस्ताक्षर से आज दिनांक 13 मार्च 1914

this SECOND day of FEBRUARY
One thousand nine hundred and NINETY THREE
को जारी किया गया।



Sd/-
(वी. एस. गलगली)
कम्पनी रजिस्ट्रार
दिल्ली एवं हरियाणा
(V.S. GALGALI)
Registrar of Companies
DELHI & HARYANA



प्राप्त एक
Form 1

निगमन का प्रमाण-पत्र

Certificate of Incorporation

सं० 55-51654 शक 19 14
No. 55-51654 of 19 92-93

मैं एतद् द्वारा प्रमाणित करता हूँ कि याज जगन ली-टेक लैम्पस् लिमिटेड
कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निर्गमित को गई है और यह कम्पनी परिसीमित है।

I hereby certify that JAGAN LI-TECH LAMPS LIMITED

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

मेरे हस्ताक्षर से याज ता० 18 बाँध 1914 को दिया गया।

Given under my hand at NEW DELHI this EIGHTH

day of JANUARY One thousand nine hundred and NINETY THREE



H.S. Sharma
। एच. एस. शर्मा ।
अपर कम्पनी रजिस्ट्रार
दिल्ली एवं हरियाणा
(H.S. SHARMA)

Addl. Registrar of Companies
DELHI & HARYANA
H.S. Sharma

THE COMPANIES ACT, 2013 AND THE COMPANIES ACT, 1956

(Incorporated under the Companies Act, 1956)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

JAGAN LAMPS LIMITED

- I. *The Name of the Company is: **JAGAN LAMPS LIMITED**
- II. **The Registered Office of the Company will be situated in the state of Haryana.
- III. The Objects for which the Company is established are:
(A) *THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
 1. To carry on business as manufacturers, producers, dealers, traders, importers, exporters, stockists, distributors of electric lamps such as fluorescent lamps of all kinds, incandescent lamps of all kinds, vacuum and gas filled lamps, flash bulbs, halogen lamps, neon lamps and tubes, GLS lamps, tube lights, flood lights, flash lights, mercury vapour bulbs and other types of bulbs, lamps or tubes required or needed for lighting for industrial, domestic, commercial and other purpose, and all kind of components, parts, and accessories of all kind of lamps, and for light fittings, luminaries, chokes, starters, ignitrons lamp holders and other accessories used in conjunction with all kind of lamps.
 2. To carry on business as manufacturers, buyers, sellers, importers, exporters, agent for components, parts, and accessories for all kind of lamps such a incandescent fluorescent and gas discharge lamps such as glass shells, glass tubes, filaments and cathodes mercury sodium arc burners, lead in wires, caps, phosphorus and other chemicals required for the manufacture or processing of electric lamps, also tungsten, molybdenum, copper, nickel, iron, dumet, solder and other or wires, rods, plates, sheets used in all types of electric lamps and accessories, gases including argon krypton oxygen, nitrogen, hydrogen and deal in all kind of packing material used or required thereof.
 3. ***To carry on the business of manufacturers of and dealers & automobile parts, accessories, ancillaries, stores & spares and to engineer, develop, design, assemble manufacture, produce, import and export, buy, sell & otherwise deal in Tractors , cars, motorbikes, cycles mopeds, electric vehicles petroleum and petroleum products, glass and glass products, industrial, mining, agriculture and other machines and all types of tools, plants, equipments instruments, appliances and hardware of all Kinds, general fitting, accessories and appliances of all description made of metal, alloy, glass, synthetic and such other fibres, chemical and PVC compounds, plastics or any other such material related thereto.
 4. ***To carry on the business of act as broker for insurance, Vehicle finance, Vehicle registration & other related activities.
 5. ***To carry on the business of manufacturers of and dealers of & import & export, buy, sell & otherwise deal in mobile phones, parts, accessories, ancillaries, stores & spares and mobile chargers etc.
 6. ***To carry on the business of manufacturers of and dealers of & import & export, buy, sell & otherwise deal in all kinds of Automotive Bulbs, Halogen Bulbs, Signalling Bulbs, LED lamps their parts, components, raw materials, accessories etc.

*The name of the Company has been changed to "Jagan Lamps Limited under Section 21 of the Companies Act, 1956 vide ROC approval letter no. 21/55-51654/48 dt. 13.01.1998.

** The Registered office of the Company was shifted from Delhi to the state of Haryana w.e.f. 24.07.1998 vide registration no. 033993.

***Substituted the heading of clause III (A) and the object clause no. 3to6 of Clause III (A) inserted by passing special resolution at the Annual General Meeting held on 30.09.2019.

(B) *MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE III (A) ARE AS UNDER:

1. To purchase and otherwise acquire, own, import and all materials, substances, appliances, machines, and such other articles and apparatus and things, capable of being used in any of the aforesaid business and to own, lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to the effective working of the main business of the Company.
2. To acquire, build, alter, maintain, enlarge, remove or replace and to work, manage and control any buildings, offices, mills, shops, machinery and conveniences which may seem necessary to achieve the main objects of the Company, and to join with any other such person or company or doing any of these things.
3. To buy, repair, alter, improve, exchange, let out on hire and import, plants, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things, capable of being used in this business of the Company.
4. To purchase, take on tenancy or in exchange, hire, take options over or otherwise acquire for any estate or interest and to hold, develop, work, concessions, grants, decrees, licences, privileges, claim, options, leases, property, real or personal or rights or powers of any kind which may appear to be necessary or convenient for the main business of the Company.
5. To pay for preliminary and pre-incorporation expenses of the Company.
6. *Subject to the provisions of Companies Act, to sell, exchange, mortgage, royalty or contribute, grant licences, easements, options and such other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid up or securities of any other company having objects whole or in part similar to those of the Company or as may be approved by the shareholders.
7. To pay for any rights or property acquired by the company and to remunerate any person, firm or body corporate rendering services to the company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full.
8. To advance money, either with or without security and given credit, to such persons (including Government and upon such terms and conditions as the Company may think fit, provided that the company shall not carry on banking business within the meaning of BankingRegulationsAct,1949).
9. To undertake financial and commercial obligations, transaction and operations of all kinds.

***Substituted the heading of clause III (B) & sub-Clause No. 6 of Clause III (B) by passing special resolution at the Annual General Meeting held on 30.09.2019.**

10. To guarantee the performance of any contract or obligations and the payment of money or dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered directly or indirectly to further to the main objects of the Company.
11. To guarantee the payment of money unsecured or secured payable under or in respect of promissory notes, bonds, debenture stocks contracts, mortgages, charges, obligations, instruments and securities of any company or any authority, supreme, municipal, local or of any persons whomesoever, whether incorporated or not incorporated, and to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the purpose of the company.
12. To subscribe for, underwrite, acquire, hold, and dispose off shares, share stock, debentures, debenture-stocks, bonds, mortgages, obligations, securities of any kind issued or guaranteed by any company, (body corporate or undertaking) of whatever nature and industry, Govt. trust, municipal, local authority or body of whatever nature, whether in India or elsewhere as may be conducive to the business of the Company.
13. To invest other than investment in company's own shares, any money of the Company not immediately required, in any investments, movable or immovable, as may be thought proper and as may be necessary for the main business of the Company.
14. *Subject to the applicable provisions of the Act and the Regulation made thereunder and the directions issued by the reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of the debentures or debenture stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing the mortgage, charge or lien upon all or any of the property or assets of the Company (both present or future) including its uncalled capital and also by similar mortgage, charge or lien to secure and guarantee the performance by the Company, or any other such person of Company, of and obligation undertaken by the Company.
15. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, debentures and such other negotiable transferable instruments or securities of all types.
16. To apply for, purchase or otherwise acquire, protect, prolong any renew, in any part of the world, any patents, patent rights, brevets d' inventions, trade marks, designs, licences, protections and concessions conferring any exclusive or non- exclusive or limited right to invention, process or privileges which may seem capable of being used for any of the purposes of the Company acquisition of which may seem capable of being used for any purpose of the Company or the acquisition of which may seem calculated directly or indirectly, or benefit to the company and to use, exercise, develop or grant licences or privileges in respect of the property, rights and information so acquired and to carry on official business of the Company.

***Substituted sub-Clause No. 14 of Clause III (B) by passing special resolution at the Annual General Meeting held on 30.09.2019.**

17. To spend money in experimenting on and testing and in improving or seeking to improve any patents, rights inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.
18. To do all or any of the main business either as principles, agents, trustees, and either alone or in conjunction with others and either by or through agents, sub- contractors, trustees.
19. To acquire and takeover all or any part of the business, property and liabilities of any persons or company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of any property suitable for the official business of the Company.
20. To procure the registration or recognition of the company in or under the laws of any place outside India.
21. To form, incorporate or promote any company or companies whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or controls management or development of the Company or of any other object which in the opinion of the Company could or might directly or indirectly assist and companies in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any of such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered in or about the formation or promotion of the Company or the conduct or its business or in or about the promotion of any other company in which the Company may have an interest.
22. *Subject to the provisions of applicable law(s), to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal with any person or company or companies carrying on or engaged in the business of the Company.
23. To enter into any arrangement and take all necessary or proper steps With Government or such authorities supreme, national, local, municipal of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or for furthering the interests of the members and to oppose any such steps taken by any other Company, firm or person which may be considered likely directly or indirectly, to prejudice the interest of the Company or its members and to assist the promotion whether directly or indirectly of any legislation which may seem advantageous to the Company and to obtain from any Government authority and company any charters, contracts, decreas, arrangements, rights, grants, loans, privileges, or concession which the company may think fit desirable to obtain carry out or exercise.

***Substituted sub-Clause No. 22 of Clause III (B) by passing special resolution at the Annual General Meeting held on 30.09.2019.**

24. To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of work of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
25. (a) To undertake and execute any trust the undertaking of which may seem to the Company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interests acquired by or belonging to the company in any person or Company on behalf of or for the benefit of the company and with or without any declared trust in favour of the Company.
- (b) To accept gifts including by way of Awards/prizes from Govt. and semi- Govt. bodies and to give gifts and donations to create trusts for the welfare of employees, members, directors and/or their depends heirs and children and for deserving object for other person, for the interest of the Company.
26. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business for the interests of masters owners and employers against loss by bad debt, strike. combinations, fire accidents or otherwise or for the benefit of any clerk workman or others at any time employed by the Company or any its predecessors in business or their families or dependants and whether or not in common with other such persons or classes of person and in particular of friendly, co-operative and such other society, reading rooms, libraries, educational and charitable institutions refractories, dinning and recreation rooms, churches, chapels, schools, and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose whatsoever.
27. To aid pecuniarily or otherwise, any association body or movement having for an object the solution or settlement of industrial or labour problems or troubles or the promotion of industry or trade.
28. *To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition subject to the provisions of the Act.
29. Subject to the provisions of the Gift Tax Act, 1951, and the statutory amendments thereof, the Company has power to make and receive gifts either in case or other movable or immovable properties.
30. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefits of and give, procure the giving of donations, gratuities, pensions, allowances of emoluments to any persons who are or were at any time in the employment or service of the Company are allied to or associated with the company or with any such subsidiary Company or who are or were at any time Directors or Officers of the company as aforesaid and the wives, widows;

***Substituted sub-Clause No. 28 of Clause III (B) by passing special resolution at the Annual General Meeting held on 30.09.2019.**

families and dependants of any such persons and also establish and subscribe to any institutions, association, clubs or funds calculated to be for the benefit of or to advance. The interest and well-being of the Company or of any such other Company as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any Such other company as aforesaid.

31. *Subject to the provisions of the Companies Act, 2013, to distribute among the members in specie or otherwise any property of the Company, or any proceeds of sales or disposal of any property of the Company, in the event of its winding up, but so that no distribution amounting to a reduction of capital be made except with sanction (if any) for the time being required by law.

IV. *The liability of the members is limited to the amount unpaid, if any, on the shares held by them.

V. The Authorized Share Capital of the Company is Rs. 9,00,00,000/- (Rupees Nine Hundred Lakhs) divided into 90,00,000 (Ninety Lakhs) Equity Shares of Rs. 10/- (Rupees Ten) each.

***Substituted sub-Clause No. 31 of Clause III (B) and Clause III (C) 'the other objects' deleted completely and Clause IV substituted by passing special resolution at the Annual General Meeting held on 30.09.2019.**

We the several person, whose name and address are subscribed below, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the numbers of shares in the capital of the company set opposite to our respective names :

Sl. No.	Names, addresses, descriptions and occupations of subscribers	No. of shares taken by each subscriber	Signature of subscriber	Signature, names, addresses, descriptions and occupations of Witnesses
1.	S.P Aggarwal S/o Shri J.N Aggarwal 90, Arihant Nagar, Punjabi Bagh, New Delhi 110026 (Business)	10	Sd/-	<p style="text-align: center;">I witnesses signature of all the subscribers Who have signed in my presence, Sd/- Harish Kapoor S/o Sh. Satpal Kapoor F-84 Bhagat Singh Market New Delhi Chartered Accountant M No. 82533</p>
2.	Ashish Aggarwal S/o Shri S.P. Aggarwal 90, Arihant Nagar, Punjabi Bagh, New Delhi 110026 (Business)	10	Sd/-	
3.	Alok Aggarwal S/o Shri S.P. Aggarwal 90, Arihant Nagar, Punjabi Bagh, New Delhi 110026 (Business)	10	Sd/-	
4.	Kamlesh Aggarwal W/o Shri S.P Aggarwal 90, Arihant Nagar, Punjabi Bagh, New Delhi 110026 (Business)	10	Sd/-	
5.	Gita Aggarwal D/o Shri S.P. Aggarwal 90, Arihant Nagar, Punjabi Bagh, New Delhi 110026 (Business)	10	Sd/-	
6.	N. Chandarsekhar WEA 62/7 Karol Bagh New Delhi (Business)	10	Sd/-	
7.	Sandeep Singhal S/o Shri. B.P. Singhal 89D-14 Sector 8 Rohini New Delhi-85 (Business)	10	Sd/-	
	TOTAL	----- 70 -----		

Dated : 29th Day Of December 1992
Place: New Delhi

**THE COMPANIES ACT, 2013
AND
THE COMPANIES ACT, 1956**

(Incorporated under the Companies Act, 1956)

COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
JAGAN LAMPS LIMITED**

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the 27th Annual General Meeting of the Company held on September 30, 2019 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

1.	PRELIMINARY	
1.1	The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.	Table 'F' not to apply
1.2	The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles	Company to be governed by these Articles
2.	INTERPRETATION	
2.1	In these Articles, unless the context otherwise requires, the following words and expressions shall have the following meaning:	
	(a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.	"Act"
	(b) "Articles" means these articles of association of the Company as altered or varied from time to time in accordance with the provisions of the Act (and "Article" means any provision of these Articles).	"Articles"

	(c) "Board of Directors" or "Board", means the collective body of the directors of the Company or the directors of the Company present at a duly convened meeting of the directors at which a quorum is present in accordance with these Articles and the Act, and unless the context otherwise requires, shall be deemed to include a duly constituted committee of the board.	"Board of Directors" or "Board"
	(d) "Company" means JAGAN LAMPS LIMITED .	"Company"
	(e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.	"Rules"
	(f) "seal" means the common seal of the Company.	"Seal"
	(g) The Company is a public company as defined under section 2(71) of the Act and accordingly: (i) is not a private company; (ii) has a minimum paid-up share capital as per Law; and (iii) has a minimum of seven shareholders. Also, where two or more persons hold one or more shares in the Company jointly, they shall, for purposes of this provision, be treated as a single Shareholder.	Public Company
2.2	Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.	"Number" and "Gender"
2.3	Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.	Expressions in the Articles to bear the same meaning as in the Act
3.	SHARE CAPITAL AND VARIATION OF RIGHTS	
3.1	Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board which may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as it may from time to time think fit.	Shares under control of the Board
3.2	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.	Directors may allot shares otherwise than for cash
3.3	The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: (a) Equity share capital: (i) with voting rights; and / or (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and	Kinds of Share Capital

	(b) Preference share capital	
3.4	<p>Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide -</p> <p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.</p> <p>Provided that where the shares of the Company are dealt with in a depository, the Company shall intimate the details of allotment of shares to the said depository immediately on allotment of such shares.</p>	Issue of certificate
3.5	Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.	Certificate to bear seal
3.6	In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.	One certificate for shares held jointly
3.7	A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.	Option to receive share certificate or hold shares with depository
3.8	If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.	Issue of new certificate in place of one defaced, lost or destroyed
3.9	The provisions of the foregoing Articles relating to issue of certificates shall <i>mutatis mutandis</i> apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.	Provisions as to issue of certificates to apply <i>mutatis mutandis</i> to debentures, etc.
3.10	The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.	Power to pay commission in connection with securities issued
3.11	The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.	Rate of commission in accordance with Rules

3.12	The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.	Mode of payment of commission
3.13	If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.	Variation of members' rights
3.14	To every such separate meeting, the provisions of these Articles relating to general meetings shall <i>mutatis mutandis</i> apply.	Provisions as to general meetings to apply <i>mutatis mutandis</i> to each meeting
3.15	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 <i>pari passu</i> therewith.	Issue of further shares not to affect rights of existing members
3.16	Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.	Power to issue redeemable preference shares
3.17	The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to - (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or (b) employees under any scheme of employees' stock option; or (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.	Further issue of share capital
3.18	A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.	Mode of further issue of shares
3.19	Subject to the provisions of the Act, the Company shall have the power to undertake a consolidation, merger, demerger or amalgamation.	Consolidation, merger, demerger or Amalgamation

4.	LIEN	
4.1	<p>The Company shall have a first and paramount lien -</p> <p>(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and</p> <p>(b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:</p> <p>Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.</p>	Company's lien on shares
4.2	The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses, if any, declared from time to time in respect of such shares for any money owing to the Company.	Lien to extend to dividends, etc
4.3	Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.	Waiver of lien in case of registration
4.4	<p>The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, <i>provided</i> that no sale shall be made—</p> <p>(a) unless a sum in respect of which the lien exists is presently payable; or</p> <p>(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.</p>	As to enforcing lien by sale
4.5	To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.	Validity of sale
4.6	The purchaser shall be registered as the holder of the shares comprised in any such transfer.	Purchaser to be registered holder
4.7	The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.	Validity of Company's receipt
4.8	The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.	Purchaser not affected
4.9	The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.	Application of proceeds of sale
4.10	The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.	Payment of residual money

4.11	In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.	Outsider's lien not to affect Company's lien
4.12	The provisions of these Articles relating to lien shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to lien to apply <i>mutatis mutandis</i> to debentures, etc.
5.	CALLS ON SHARES	
5.1	The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times	Board may make calls
5.2	Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares	Notice of call
5.3	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.	Board may extend time for payment
5.4	A call may be revoked or postponed at the discretion of the Board.	Revocation or postponement of call
5.5	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.	Call to take effect from date of resolution
5.6	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.	Liability of joint holders of shares
5.7	If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.	When interest on call or installment payable
5.8	The Board shall be at liberty to waive payment of any such interest wholly or in part.	Board may waive interest
5.9	Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable	Sums deemed to be calls
5.10	In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.	Effect of non-payment of sums

5.11	The Board - (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.	Payment in anticipation of calls may carry interest
5.12	The provisions of these Articles relating to calls shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to calls to apply <i>mutatis mutandis</i> to debentures, etc
6.	TRANSFER OF SHARES	
6.1	The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.	Instrument of transfer to be executed by transferor and transferee
6.2	The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.	
6.3	The Board may, subject to the right of appeal conferred by the Act decline to register - (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or (b) any transfer of shares on which the Company has a lien; or (c) the transfer of a share is in violation of the provisions of the Act or these Articles.	Board may refuse to register transfer
6.4	In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless – (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act; (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and (c) the instrument of transfer is in respect of only one class of shares.	Board may decline to recognize instrument of transfer
6.5	On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: 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.	Transfer of shares when suspended

6.6	The provisions of these Articles relating to transfer of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to transfer of shares to apply <i>mutatis mutandis</i> to debentures, etc
7.	TRANSMISSION OF SHARES	
7.1	On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares.	Title to shares on death of a member
7.2	Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.	Estate of deceased member liable
7.3	Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either - (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made.	Transmission Clause
7.4	The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.	Board's right unaffected
7.5	The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.	Indemnity to the Company
7.6	If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.	Right to election of holder of share
7.7	If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.	Manner of testifying election
7.8	All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.	Limitations applicable to notice

7.9	<p>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:</p> <p>Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.</p>	Claimant to be entitled to same advantage
7.10	The provisions of these Articles relating to transmission by operation of law shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures, etc.
8.	FORFEITURE OF SHARES	
8.1	If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.	If call or installment not paid notice must be given
8.2	<p>The notice aforesaid shall:</p> <p>(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and</p> <p>(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.</p>	Form of notice
8.3	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.	In default of payment of shares to be forfeited
8.4	A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.	Forfeited shares may be sold, etc.
8.5	At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	Cancellation of forfeiture

8.6	A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.	Members still liable to pay money owing at the time of forfeiture
8.7	The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.	Cesser of liability
8.8	A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.	Certificate of forfeiture
8.9	The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.	Title of purchaser and transferee of forfeited shares
8.10	The transferee shall thereupon be registered as the holder of the share; and	Transferee to be registered as holder
8.11	The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.	Transferee not affected
8.12	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	Cancellation of share certificate in respect of forfeited shares
8.13	The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering those on such terms as they think fit.	Surrender of share certificates
8.14	The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.	Sums deemed to be calls
8.15	The provisions of these Articles relating to forfeiture of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to forfeiture of shares to apply <i>mutatis mutandis</i> to debentures, etc.

9.	ALTERATION OF CAPITAL	
9.1	<p>Subject to the provisions of the Act, the Company may, by ordinary resolution</p> <p>-</p> <p>(a) increase the authorized share capital by such sum, to be divided into shares of such amount as it thinks expedient;</p> <p>(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:</p> <p>Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;</p> <p>(c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;</p> <p>(d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;</p> <p>(e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.</p>	Power to alter share capital
9.2	<p>Where shares are converted into stock:</p> <p>(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:</p> <p>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;</p>	Shares may be converted into stock
	<p>(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;</p>	Right of stockholders
	<p>(c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.</p>	

9.3	<p>The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, -</p> <p>(a) its share capital; and/or</p> <p>(b) any capital redemption reserve account; and/or</p> <p>(c) any securities premium account; and/or</p> <p>(d) any other reserve in the nature of share capital.</p>	Reduction of capital
10.	JOINT HOLDERS	
10.1	Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:	Joint-holders
	(a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.	Liability of Joint-holders
	(b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.	Death of one or more joint-holders
	(c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.	Receipt of one sufficient
	(d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.	Delivery of certificate and giving of notice to first named holder
	(e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.	Vote of joint- holders
	(ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.	Executors or administrators as joint holders

	(f) The provisions of these Articles relating to joint holders of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company registered in joint names.	Provisions as to joint holders as to shares to apply <i>mutatis mutandis</i> to debentures, etc.
11.	CAPITALISATION OF PROFITS	
11.1	The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve — (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and	Capitalization
	(b) that such sum be accordingly set free for distribution in the manner specified in clause (11.2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.	
11.2	The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (11.3) below, either in or towards : (a) paying up any amounts for the time being unpaid on any shares held by such members respectively; (b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).	Sum how applied
11.3	A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.	
11.4	The Board shall give effect to the resolution passed by the Company in pursuance of this Article.	
11.5	Whenever such a resolution as aforesaid shall have been passed, the Board shall - (a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and (b) generally do all acts and things required to give effect thereto.	Powers of the Board for capitalization
11.6	The Board shall have power— (a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and (b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment	Board's power to issue fractional certificate/coupon etc.

	to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalization, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares.	
11.7	Any agreement made under such authority shall be effective and binding on such members.	Agreement binding on members
12.	BUY-BACK OF SHARES	
12.1	Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.	Buy-back of shares
13.	GENERAL MEETINGS	
13.1	All general meetings other than annual general meeting shall be called extraordinary general meeting.	Extraordinary general meeting
13.2	The Board may, whenever it thinks fit, call an extraordinary general meeting.	Powers of Board to call extraordinary general meeting
14.	PROCEEDINGS AT GENERAL MEETINGS	
14.1	No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.	Presence of Quorum
14.2	The quorum for a general meeting shall be as provided in the Act.	Quorum for general meeting
14.3	The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.	Chairperson of the meetings
14.4	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.	Directors to elect a Chairperson
14.5	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically, choose one of their members to be Chairperson of the meeting.	Members to elect a Chairperson
14.6	On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.	Casting vote of Chairperson at general meeting

14.7	There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting – (a) is, or could reasonably be regarded, as defamatory of any person; or (b) is irrelevant or immaterial to the proceedings; or (c) is detrimental to the interests of the Company.	Certain matters not to be included in Minutes
14.8	The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.	Discretion of Chairperson in relation to Minutes
14.9	The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.	Minutes to be evidence
15.	ADJOURNMENT OF MEETING	
15.1	The chairperson may adjourn the general meeting from time to time and from place to place in accordance with the provisions of the Act.	Chairperson may adjourn the meeting
15.2	No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.	Business at adjourned meeting
15.3	When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.	Notice of adjourned meeting
15.4	Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.	Notice of adjourned meeting not required
16.	VOTING RIGHTS	
16.1	Subject to any rights or restrictions for the time being attached to any class or classes of shares - (a) on a show of hands, every member present in person shall have one vote; and (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.	Entitlement to vote on show of hands and on poll
16.2	A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.	Voting through electronic means
16.3	In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.	Vote of joint-holders
16.4	For this purpose, seniority shall be determined by the order in which the names stand in the register of members.	Seniority of names

16.5	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.	How members non compos mentis and minor may vote
16.6	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.	Restriction on voting rights
17.	PROXY	
17.1	Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.	Member may vote in person or otherwise
17.2	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.	Proxies when to be deposited
17.3	An instrument appointing a proxy shall be in the form as prescribed in the Rules.	Form of proxy
17.4	A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.	Proxy to be valid notwithstanding death of the principal
18.	BOARD OF DIRECTORS	
18.1	Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15.	Board of Directors
18.2	The First Directors: a. Mr. Suraj Prakash Aggarwal b. Mr. Ashish Aggarwal c. Mr. Alok Aggarwal	First Director of the Company
18.3	In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them— (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or (b) in connection with the business of the Company.	Travelling and other expenses

18.4	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.	Execution of negotiable instruments
18.5	Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.	Appointment of additional directors
18.6	Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.	Duration of office of additional director
19.	POWERS OF BOARD	
19.1	The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.	General powers of the Company vested in Board
20.	PROCEEDINGS OF THE BOARD	
20.1	The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.	When meeting to be convened
20.2	The Chairperson/ Managing Director or any one Director with the previous consent of the Chairperson/ Managing Director may, or the Company Secretary on the direction of the Chairperson/ Managing Director shall, at any time, summon a meeting of the Board.	Who may summon Board meeting
20.3	The quorum for a Board meeting shall be as provided in the Act.	Quorum for Board meetings
20.4	The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Board meetings
20.5	Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.	Questions at Board meeting how decided
20.6	In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.	Casting vote of Chairperson at Board meeting

20.7	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.	Directors not to act when number falls below minimum
20.8	The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.	Who to preside at meetings of the Board
20.9	If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.	Directors to elect a Chairperson
20.10	The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.	Delegation of powers
20.11	Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.	Committee to conform to Board regulations
20.12	The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Committee meetings
20.13	A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.	Chairperson of Committee
20.14	If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.	Who to preside at meetings of Committee
20.15	A committee of the Board may meet and adjourn as it thinks fit.	Committee to meet
20.16	Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present.	Questions at Committee meeting how decided
20.17	In case of an equality of votes, the Chairperson of the committee shall have a second or casting vote.	Casting vote of Chairperson at Committee meeting
20.18	All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.	Acts of Board or Committee valid notwithstanding defect of appointment

20.19	Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.	Passing of resolution by circulation
21.	CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY AND CHIEF FINANCIAL OFFICER	
21.1	(a) Subject to the provisions of the Act,— A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses, if any.	Chief Executive Officer, etc.
	(b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.	Director may be chief executive officer, etc.
22.	REGISTERS	
22.1	The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.	Statutory register
23.	COMPANY SEAL	
23.1	The Board shall provide for the safe custody of the seal.	The seal, its custody and use
23.2	The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.	Affixation of seal

24.	DIVIDENDS AND RESERVE	
24.1	The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.	Company in general meeting may declare dividends
24.2	Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.	Interim dividends
24.3	The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.	Dividends only to be paid out of profits
24.4	The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.	Carry forward of Profits
24.5	Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid 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.	Division of profits
24.6	No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.	Payments in advance
24.7	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.	Dividends to be apportioned
24.8	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.	No member to receive dividend whilst Indebted to the Company and company's right to reimbursement therefrom
24.9	The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.	Retention of dividends

24.10	Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.	Dividend how remitted
24.11	Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.	Instrument of payment
24.12	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.	Receipt of one holder sufficient
24.13	No dividend shall bear interest against the Company.	No interest on dividends
25.	ACCOUNTS	
25.1	The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.	Inspection by Directors
25.2	No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorized by the Board.	Restriction on inspection by members
26.	WINDING UP	
26.1	<p>Subject to the applicable provisions of the Act and the Rules made thereunder:-</p> <p>(a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.</p> <p>(b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.</p> <p>(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.</p>	Winding up of Company

27.	INDEMNITY AND INSURANCE	
27.1	(a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.	Directors and officers right to indemnity
	(b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favor or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.	
	© 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.	Insurance
28.	GENERAL POWER	
28.1	Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.	General power
28.2	The Company, may from time to time alter, add to, amend or delete any of the existing provisions of the Articles or may add new articles thereto or adopt a new set in accordance with in provision of the Act.	Alteration of Articles of Association

We the several persons whose name and address are subscribed, are desirous of being formed into a company in pursuance of this Articles of Association:

Sl. No.	Names, addresses, descriptions and occupations of subscribers	Signature of subscriber	Signature, names, addresses, descriptions and occupations of Witnesses
1.	S.P Aggarwal S/o Shri J.N Aggarwal 90, Arihant Nagar, Punjabi Bagh, New Delhi 110026 (Business)	Sd/-	<p style="text-align: center;">I witnesses signature of all the subscribers Who have signed in my presence, Sd/- Harish Kapoor S/o Sh. Satpal Kapoor F-84 Bhagat Singh Market New Delhi Chartered Accountant M No. 82533</p>
2.	Ashish Aggarwal S/o Shri S.P. Aggarwal 90, Arihant Nagar, Punjabi Bagh, New Delhi 110026 (Business)	Sd/-	
3.	Alok Aggarwal S/o Shri S.P. Aggarwal 90, Arihant Nagar, Punjabi Bagh, New Delhi 110026 (Business)	Sd/-	
4.	Kamlesh Aggarwal W/o Shri S.P Aggarwal 90, Arihant Nagar, Punjabi Bagh, New Delhi 110026 (Business)	Sd/-	
5.	Gita Aggarwal D/o Shri S.P. Aggarwal 90, Arihant Nagar, Punjabi Bagh, New Delhi 110026 (Business)	Sd/-	
6.	N.Chandersekhar WEA 62/7 Karol Bagh New Delhi (Business)	Sd/-	
7.	Sandeep Singhal S/o Shri. B.P. Singhal 89D-14 Sector 8 Rohini New Delhi-85 (Business)	Sd/-	

Dated : 29th Day Of December 1992

Place: New Delhi