

Certificate of Incorporation Consequent upon conversion to Public Limited Company



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Chennai

Block No. 6, B' Wing, 2nd Floor Shastri Bhawan 26, Chennai, Tamil Nadu, India, 600034

Corporate Identity Number: U72200TN1998PLC061236

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF DATA PATTERNS (INDIA) PRIVATE LIMITED

I hereby certify that DATA PATTERNS (INDIA) PRIVATE LIMITED which was originally incorporated on Eleventh day of November One thousand nine hundred ninety-eight under the Companies Act, 1956 as DATA PATTERNS (INDIA) LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Chennai vide SRN T41011693 dated 13.09.2021 the name of the said company is this day changed to DATA PATTERNS (INDIA) LIMITED.

Given under my hand at Chennai this Thirteenth day of September Two thousand twenty-one.



K G JOSEPH JACKSON

Registrar of Companies

RoC - Chennai

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

DATA PATTERNS (INDIA) LIMITED
PLOT No.H9, FOURTH MAIN ROAD, SIPCOT IT, SIRUSERI, Tamil
Nadu, India, 603103





सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Block No. 6, B' Wing, 2nd Floor Shastri Bhawan 26, Chennai, Tamil Nadu, India, 600034

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 201

Corporate Identification Number (U72200TN1998PTC061236

I hereby certify that the name of the company has been changed from INDUS TEQSITE PRIVATE LIMITED to DATA PATTERNS (INDIA) PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name INDUS TEQSITE PRIVATE LIMITED.

Given under my hand at Chennai this Fourth day of August two thousand twenty-one.

DS MINISTRY
OF CORPORATE
AFFAIRS 15

Digitally signed by DS MINISTRY OF
CORPORATE AFFAIRS 15
DN: cn=IN, postalCode=600006, o=TAMIL
NADU, ou=REGISTRAR OF COMPANIES,
ou=MINISTRY OF CORPORATE AFFAIRS,
ou=DS MINISTRY OF CORPORATE AFFAIRS
15
Reason: I attest to the accuracy and integrity of this
document
Date: 2021.08.04 15:29:28 +05'30'

K Nikhil

Registrar of Compa
RoC - Chennai

Mailing Address as per record available in Registrar of Companies

DATA PATTERNS (INDIA) PRIVATE LIMITED

PLOT No.H9, FOURTH MAIN ROAD, SIPCOT IT PARK,, SIRUSERI, Tamil Nadu, India, 603103





प्रारूप० आई० आर०

Form. I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता०..... का से०.....

No. 08/24399 of 1998.

मैं एतद्वारा प्रमाणित करता हूँ कि आज.....

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

I hereby certify that INDUS TEQSITE PRIVATE LIMITED.

XXX

XXX

XXX

XXX

XXX

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

मेरे हस्ताक्षर से आज ता०..... को दिया गया।

Given under my hand at BANGALORE this ELEVENTH

day of NOVEMBER..... one thousand nine hundred and Ninety EIGHT.

(B.K. BANSAL)

कम्पनियों का रजिस्ट्रार

कर्नाटक, बंगलूर

Registrar of Companies

KARNATAKA, BANGALORE

UNDER THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

DATA PATTERNS (INDIA) LIMITED

I. The name of the Company is **DATA PATTERNS (INDIA) LIMITED**.

(*Altered by means of special resolution passed by the shareholders at the Extra Ordinary General Meeting of the Company held on 12th August 2021)

II. The Registered Office of the Company will be situated in the State of TAMILNADU.

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 the business as Designers, Developers, Researchers, Manufacturers, Assemblers, Exporters, Importers, Traders, Agents, Resellers, Services Maintenance and Overhaul of Electronic Systems/Printed Circuit Boards of every description including Hardware, Software, Electrical, Mechanical, Electronics, Sub-systems, Assemblies and Modules for Defence, Space and Civilian requirements.
2. To carry on business as Designers, Developers, Researchers, Exporters, Importers, Traders, Agents, Service Providers of Providing and imparting training, consultancy on Hardware/Software/FPGA/algorithms for all kinds of Computer and other Electronics and Electro Mechanical Applications and operating systems, Design and Manufacturing service and Original Development and Manufacturing (ODM) Services.

(*Altered by means of special resolution passed by the shareholders at the Extra Ordinary General Meeting of the Company held on 12th July 2021)

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

1. To acquire, construct, build, set up, make, equip, maintain, repair, improve, alter, establish, erect, install, purchase, fix, operate and use buildings, workshops, mills, offices, machineries, engines, roads, water courses, any movable, immovable or other fixed or current assets, properties, hereditaments of any tenure or description, land, any rights over or connected with land, any estate or interest therein and other

works and conveniences which are necessary and conducive to this attainment of the main objects.

2. To provide, establish, maintain, control, manage, improve, assist, contribute, acquire, subsidize, hold, operate, obtain or do such other act or acts as are conducive to the attainment of the main objects.
3. To build quarters for the executives and other employees of the Company.
4. To undertake, research and experiment or to provide funds for Research and Development and experimentation with regard to any field which the Company may consider useful or remunerative and to obtain or assist in obtaining patent rights or privileges for any such inventions in India and/or elsewhere and to purchase or otherwise acquire any inventions, patents, patent rights or privileges, brevets d' inventions, trademarks, designs, licenses, protections, concessions, subsidies and invention, which the Company may think proper to acquire and/or pay for the same such consideration as the Company may think fit.
5. To apply for purchase or otherwise acquire and protect, prolong and renew whether in India or elsewhere any patents, patent rights, brevets d' invention, trademarks, designs, licenses, protections, concession and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information of any invention, process or privilege which may seem capable of being used for any of the purposes of the Company or the acquisition of which may directly or indirectly be to the benefit of the Company and to use, exercise, develop, manufacture or grant licenses or privileges in respect of or otherwise turn to account the property, rights and information so acquired and to carry on any business in any way connected therewith.
6. To receive money on deposit, securities, valuables at interest or otherwise from any person, firm, company, trust, estate, organization, government, municipal, local or any other authorities, concerns, corporations or Boards or otherwise but not carry on any banking business as defined in the Banking Regulation Act, 1949. The acceptance of deposit shall be subject to the provisions of Section 73 of the Companies Act, 2013 and the rules framed thereunder.
7. To make advances with or without security and upon such terms of the Company may approve, provided however, that the Company shall not carry on any banking business as defined in the Banking Regulation Act, 1949.
8. To search for, to purchase or otherwise acquire from any Government, or any other authority, public or private, any licenses, concessions, contracts, grants, decrees, rights, etc. capable of being turned to account and in particular any rights or concessions either for purposes of obtaining motive power or otherwise and to work, develop, carry out, exercise and to turn into account the same. To undertake and execute any contract or contracts for works involving and supply or use of any machinery or power and to carry out any ancillary or other works compromised in such contract or contracts.

9. To pay all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
10. To procure the registration or incorporation or recognition of the Company in and/or under the laws of any place outside India.
11. To establish agencies in India and elsewhere and to regulate and discontinue the same. To enter into contract or arrangement or arrangements or any other dealings for the conduct of the business of the Company or any part thereof.
12. To employ experts to investigate, examine into the conditions, prospects, value, character and circumstance of any business concerns and undertakings and generally of any assets, property or rights, with object of finding out suitable transactions.
13. To open accounts with any individual, firm or company or with any bank or banks and to pay into and to withdraw moneys from such accounts.
14. To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person, firm, association or company carrying on or formed (in the case of a company) to carry on any business which this Company is authorized to carry on or possess any property suitable to the purposes of this Company and as the consideration for the same to pay cash or issue any shares, stocks or obligations of this Company and in connection with any such transaction to undertake any liabilities relating to the business or property acquired.
15. To amalgamate with or to enter into partnership or into any arrangements.
16. To obtain any provisional order or act of legislation for enabling the Company to carry out any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interest.
17. To purchase, take on lease or in exchange, hire or otherwise acquire and to hold and deal with any movable or immovable property (including actionable claims, patents, patent rights, inventions, concessions, shares, stocks and debentures) or obligations of any company and to spend money in experimenting upon, testing or improving any patents, invention or rights and upon distribution of assets or division of profits, to distribute any such property amongst the members of this Company in specie on its winding up.
18. To form, incorporate or promote any company or companies, whether in India or in any foreign country, having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company or any other objects which in the opinion of the Company could or might directly or indirectly assist the Company 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 such promotion or incorporation and to remunerate any person or company in any manner it shall

think fit for services rendered or to be rendered in, or about the formation or promotion of the Company or the conduct of its business or in or about the promotion of any other company in which the Company may have an interest.

19. To issue any shares of the Company at par or at a premium as fully or in partly paid up.
20. To draw, make, accept, endorse, discount, execute, issue, buy, sell and/or otherwise deal with promissory notes, hundies, bills of exchange, bills of lading, warrants, debentures and other negotiable instruments or transferable instruments, subject to Banking Regulation Act, 1949.
21. To lend money to such person or companies on such security and either with or without the borrower's personal security or on personal security alone and on such terms and conditions as may be thought fit and in particular to customers of and persons having dealings with the Company and to guarantee the performance of contracts by any such persons.
22. To lend, invest or otherwise deal with the moneys of the Company not immediately required, upon such securities or without securities and in such manner as may from time to time be determined and that free from any restrictions imposed by statute upon the investment of trust bonds.
23. To borrow for the purpose of the Company on mortgage of its property or otherwise or any part thereof or on any bond, promissory notes, debentures or deposit receipts payable to bearer or otherwise or on all or any of them and at such rates of interest and for such period or such terms as the Directors may consider desirable and to reborrow the same or any part thereof on all or any of such securities and to issue mortgages, bonds, promissory notes, debentures and deposit receipts as aforesaid on such items and conditions as the Directors shall determine. The acceptance of deposits shall be subject to Section 58A and the Rules made thereunder and issue of the directives by the Reserve Bank of India as may be applicable.
24. To acquire or take over all such licenses and permits and foreign collaboration agreements sanctioned in the name of promoters prior to incorporation to attain main objects of the Company.
25. To sell, exchange, let, develop, dispose of or otherwise deal with the undertaking of all or any part of the rights and properties of the Company upon such terms and conditions and for such price or other consideration of any kind as the Company may think fit.
26. To depute any person on behalf of the Company for sales promotion to any place in India or abroad.
27. To enter into and to complete conveyances, dispositions, assignments, transfers, leases, contracts, copartnership agreements, licenses and other contracts of writing of every description requisite for or incidental to or connected with any of the Company's objects or conducive to the attainment thereof.

28. To facilitate and encourage the creation, issue or conversion of debentures, bonds, obligations, shares, stocks and securities and to act as trustees in connection with any such securities.
29. To constitute any trusts with a view to the issue of preferred, deferred or any other special stocks or securities based on or representing any shares, stocks or other assets specifically appropriated for the purpose of any such trust, and to settle and to regulate and if though fit, to undertake and execute any such trusts, to issue, dispose or, or hold any such preferred, deferred or other special stocks or securities.
30. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stocks, contracts, mortgages charges, obligations, instruments and shares or securities of any company or of any authority, supreme, municipal, local or otherwise or of any person whosoever, whether incorporated or not and generally to guarantee or become sureties for the due payment of any loans or the Directors may consider fair and expedient.
31. To provide for the welfare of the employees or ex-employees of the Company, their wives, widows and families or the dependants of such persons, by building or contribution for the building of the houses, dwellings or chawls or by grants of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to provident funds and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim for support or aid by the Company either by reason of locality of operation or of public and general utility or otherwise and to create trusts for carrying out all such objects.
32. To support, subscribe or donate or otherwise provide aid to any benevolent, charitable, national, public or other objects, funds, institutions, trusts, society, club or organization, subject to the provisions of Section 182 of the Companies Act, 2013.
33. To grant scholarships to scholars for carrying on research work on scientific or other subjects and to establish or promote or aid the establishment of Scientific Research Institute or other similar bodies.
34. To create any Reserve Fund, Sinking Fund, Insurance Fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for any other purposes conducive to the interests of the Company.
35. To sell the undertaking, property and rights of the Company or any part thereof for such consideration as the Company may think fit, in particular for cash, shares,

- stocks, debentures, securities or property of any other company, constituted having objects similar to or in part similar to those of the Company.
36. To distribute the properties of the Company amongst the members in specie or kind consequent upon the winding up of the Company.
 37. To distribute among members of the Company in kind, any property of the Company and in particular any shares, debentures or security of other companies, belonging to this Company or of which this Company may have the power of disposing.
 38. To purchase, acquire, take on lease or otherwise obtain buildings, sites or other structures and construct, alter, remodel or reconstruct them as required.
 39. To carry on the business of engineers, contractors, architects, planners, designers, interior decorators, flat builders, apartment builders, public works contractors, plumbers, electrical contractors, sanitary contractors, furnishers, metal dealers and form condominiums.
 40. To carry on the business as manufacturers, producers, importers, assemblers, merchants, distributors, commission agents, brokers, wholesale and retail dealers of all kinds of electronic goods, components, leather and leather articles, electrical equipment and any other electrical components and equipment.
 41. To carry on business of manufacturers, importers, exporters and dealers in machinery, articles of goods of all classes and kinds whatsoever including electrical and engineering materials, machinery and requisites and as Electrical, Mechanical and Civil Engineers and Contractors.
 42. To issue, subscribe for, take, acquire and hold, sell and deal in shares, stocks, bonds or securities of any Government, local authority or company.
- IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them..
- *V. The authorized share capital of the company is Rs.15,75,00,000 (*Rupees Fifteen Crores Seventy Five Lakhs*), divided into 7,87,50,000 (*Seven Crore Eighty Seven Lakhs Fifty Thousand*) Equity shares of Rs.2/- (*Rupees Two*) each and such shares are with or without voting rights with a power to consolidate subdivide into such classes and to increase or reduce the capital whenever the circumstances warrant.

The Company has power, from time to time to increase or reduce its capital and divide the shares in the capital for the time being into other classes and to attach thereto respectively such preferential, deferred, qualified or other special rights privileges, conditions or restrictions as may be determined by or in accordance with Articles of Association of the company and to vary, modify or abrogate any such rights, privileges, conditions or restrictions in such manner as for the time being be permitted by the Articles of Association of the Company and the legislative provisions for the time being in force in that behalf.

(*Altered by means of special resolution passed by the shareholders at the Extra Ordinary General Meeting of the Company held on 12th July 2021)WE, THE SEVERAL PERSONS, WHOSE NAMES AND ADDRESSES ARE SUBSCRIBED BELOW AND DESIROUS OF BEING FORMED INTO A COMPANY IN PURSUANCE OF THIS MEMORANDUM OF ASSOCIATION AND WE RESPECTIVELY AGREE TO TAKE THE NUMBER OF SHARES IN THE CAPITAL OF THE COMPANY SET OPPOSITE TO OUR RESPECTIVE NAMES.

SL. NO.	NAMES, ADDRESSES, DESCRIPTIONS AND OCCUPATIONS OF THE SUBSCRIBERS	NO. OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF THE SUBSCRIBERS	SIGNATURE OF WITNESSES WITH ADDRESSES & OCCUPATIONS
1	S. RANGARAJAN S/o. D.SrinivasaGopalan 25, College Teachers Layout 5 th Cross, Banashankari III Stage, Bangalore – 560 085. Business	10 (Ten)	-----Signed-----	Both the subscribers signed before me at Chennai -----Signed----- (S. JAIRAJ) S/o. C.S. Shankarappa 313-314, Richmond Town, No.12, Richmond Road, Bangalore – 560 025 Chartered Accountant
2	REKHA RANGARAJAN W/o. S. Rangarajan 25, College Teachers Layout 5 th Cross, Banashankari III Stage, Bangalore – 560 085. Business	10 (Ten)		
	Total	20 (Twenty)		

Place: Bangalore

Date: 09.11.1998

UNDER THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

DATA PATTERNS (INDIA) LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to the shareholders' resolution passed at the Annual General Meeting of the Company held on July 30, 2024, in substitution for, supersession of and to the entire exclusion of, the earlier Articles of Association of the Company.

The regulations contained in the Table "F" in the First schedule of the Companies Act, 2013 shall apply to the Company except so far as the same are directly or indirectly excluded in these Articles or in case of inconsistency with the provision of these Articles, in which case the provisions contained in these Articles will prevail.

In these Articles, unless there is something in the subject or context inconsistent therewith:

- (a) 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.
- (b) 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.

DEFINITIONS AND INTERPRETATION

1. In these regulations -

"Act" means the Companies Act, 2013, including any statutory modifications, re-enactments or amendments thereof from time to time, together with the corresponding rules and notifications;

"Articles" mean the Articles of Association of the Company;

"Board" means the board of directors of the Company, as constituted from time to time and includes any committees thereof;

"Control" shall have the meaning ascribed to the term under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.

"Company" means Data Patterns (India) Limited;

"Director(s)" means a director of the Company appointed or nominated from time to time in accordance with the terms of these Articles and the provisions of the Act;

“Equity Shares” shall mean fully paid-up equity shares of the Company having a face value of Rs. 2 each;

“Memorandum” means the memorandum of association of the Company, as amended or altered from time to time in accordance with the provisions of the Act.

“Law” shall mean all applicable provisions of all (i) constitutions, treaties, statutes, laws (including the common law), codes, rules, including the Securities Contracts (Regulation) Act, 1956, regulations, circulars, ordinances or orders of any governmental authority and SEBI, including the Securities and Exchange Board of India (Prohibition of Insider Trading Regulations), 2015, (ii) governmental approvals or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any governmental authority having jurisdiction over the matter in question, (iii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any governmental authority or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing by any governmental authority having jurisdiction over the matter in question, (iv) rules, policy, regulations or requirements of any stock exchanges, (v) international treaties, conventions and protocols, and (vi) Indian Accounting Standards or any other applicable generally accepted accounting principles.

“Rules” means the applicable rules for the time being in force as prescribed under relevant sections of the Act.

"Seal" means the Common Seal of the Company.

SHARE CAPITAL

2. The authorised share capital of the Company shall be such amount and be divided into such Equity Shares as may, from time to time, be provided in Clause V of Memorandum with power to increase and reduce the capital of the Company, into several classes and to attach thereto respectively preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as provided by the Company.
3. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or subject to the compliance with Section 53 of the act, at a discount and at such time as they may from time-to-time think fit.
4. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, --

(a) one certificate for all his shares without payment of any charges; or
(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(ii) Every certificate shall be signed by 2 (two) directors and 1 (one) authorized signatory of the Company and shall specify the shares to which it relates and the amount paid-up thereon. The common seal shall be affixed in the presence of the persons required to sign the certificate and shall be in such form as the directors may prescribe and approve

(iii) 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.

5. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles 4 and 5 shall mutatis mutandis apply to debentures of the Company, to the extent applicable.

Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

Provided that notwithstanding what is stated above the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable thereof in this behalf.

6. Except as required by Law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by Law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
7. (i) The Company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 of the Act, 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 that section and rules made thereunder.
(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40 of the Act.
(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other
8. Subject to the provisions of Section 62 and other applicable provisions of the Act, and these Articles, the shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the Company) shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to persons in such

proportion and on such terms and conditions and either at a premium or at par or at discount (subject to compliance with Section 53 of the Act) at such time as they may, from time to time, think fit to give to any person or persons the option or right to call for any shares either at par or premium or at a discount subject to the provisions of the Act during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any 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 shares and if so issued, shall be deemed to be fully paid up shares. Provided that option or right to call shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

9. (i) 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 of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
(ii) 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.
10. 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.
11. Subject to the provisions of section 55 of the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.
12. The Company may exercise an option to issue, deal in, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialised, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereof, shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification thereto or re-enactment thereof.
13. The Company shall cause to be kept a register and index of members in accordance with all applicable provisions of the Companies Act, 2013 and the Depositories Act, 1996 with details of shares held in physical and dematerialised forms in any medium as may be permitted by law including in any form of electronic medium. The Company shall be entitled to keep in any State or Country outside India a branch Register of Members Resident in that State or Country.

LIEN

14. (i) The Company shall have a first and paramount lien:
 - (a) on every share (not being a fully paid share), registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

- (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

Provided further that, unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

(ii) No equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect and the Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

- 15. The fully paid-up shares shall be free from all lien and that in case of partly paid shares, the Company's lien shall be restricted to money called or payable at a fixed price in respect of such shares.
- 16. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made:

- (a) unless a sum in respect of which the lien exists is presently payable; or
 - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
- 17. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
 - 18. (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
 - 19. No shareholder shall exercise any voting right 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 exercised any right of lien.
 - 20. The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities, including debentures, of the Company.

CALLS ON SHARES

- 21. (i) The Board may, from time to time, make calls upon the members in respect of any monies

unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(ii) Each member shall, subject to receiving at least 14(*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.

(iii) A call may be revoked or postponed at the discretion of the Board.

22. 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 instalments.
23. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
24. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.
(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
25. (i) 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 regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
(ii) In case of non-payment of such sum, all the relevant provisions of these regulations 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.
26. The Board 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 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 not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance. Provided that the money paid in advance of calls may carry interest but shall not entitle the holder of the share to participate in respect thereof, in a dividend subsequently declared. The Directors may at any time repay the amount so advanced.
27. No shareholder shall be entitled to voting rights in respect of the money(ies) so paid by him until the same would but for such payment, become presently payable.
The provisions of Articles 24 and 25 shall mutatis mutandis apply to the calls on debentures of the Company.
 - i. Neither a judgment nor a decree in favour of the Company for calls or other money due in respect of any share nor any part payment or satisfaction thereunder, nor the receipt by the Company of a portion of any money which shall from time to time be due from any shareholder to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such

shares as hereinafter provided.

ii. Further Issue of Shares:

- a) Where at any time, the Company proposes to increase its subscribed capital by the issue of further shares, such shares shall be offered—
 - (i) to persons who, at the date of the offer, are holders of Equity Shares of the Company in proportion, as nearly as circumstances admit, to the paid up share capital on those shares by sending a letter of offer subject to the following conditions, namely:-
 - A. the offer shall be made by notice specifying the number of shares offered and limiting a time not being less than 15 (fifteen) days or such lesser number of days as may be prescribed under Law, and not exceeding 30 (thirty) days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;
 - B. the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; and the notice referred to in clause A above shall contain a statement of this right;
Provided nothing in this sub-clause shall be deemed to extend the time within which the offer should be accepted or authorise any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
 - C. after the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner, which is not disadvantageous to the shareholders and the Company;
 - (ii) to employees under a scheme of employees' stock option, subject to special resolution passed by the Company and such other conditions, as may be prescribed under Law; or
 - (iii) to any persons, whether or not those Persons include the Persons referred to in clause (i) or clause (ii) above, either for cash or for a consideration other than cash, if the price of such shares is determined in compliance with Law:
 - A. If it is authorised by a Special Resolution in a General Meeting; or
 - B. Where no such resolution is passed, then if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the company.
- b) The notice referred to in sub-clause A. of clause (i) of sub-article (a) shall be dispatched through registered post or speed post or through electronic mode or courier or any other mode having proof of delivery to all the existing shareholders at least three days before the opening of the issue.
 - c) Nothing in this Article shall apply to the increase of the subscribed capital of a

Company caused by the exercise of an option as a term attached to the Debentures issued or loan raised by the Company to convert such Debentures or loans into shares in the Company

Provided that the terms of issue of such debentures or loan containing such an option have either been approved before the issue of such debentures or the raising of loan by a special resolution passed by the Company in a General Meeting or approved by Central Government before the issue of such debentures or the raising of loan, or is in conformity rules, if any, made by the government in this behalf.

- d) The provisions contained in this Article shall be subject to the provisions of Section 42 and Section 62 of the Act, the rules and the applicable provisions of the Act.

iii. Every member shall be entitled, without payment to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the directors so approve (upon paying such fee as the Directors so time determine) to several certificates, each for one or more of such shares and the company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within two months of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be or within such period as prescribed under applicable Laws. Every certificates of shares shall be under the seal or the company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe and approve, provided that, in respect of a 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 of shares to one or several joint holders shall be a sufficient delivery to all such holder.

TRANSFER OF SHARES

28. The Company shall maintain a "Register of Transfers" and shall have recorded therein fairly and distinctly particulars of every transfer or transmission of any share, debenture or other security held in a material form.
29. (i) The instrument of transfer of any share in the Company shall be in writing and shall be executed by or on behalf of both the transferor and transferee and the provisions of the Act and statutory modifications thereof shall be duly complied with in respect of all transfer of shares and registration thereof.
(ii) 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.
30. The Board may, subject to the right of appeal conferred by section 58 of the Act decline to register-
- (i) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (ii) any transfer of shares on which the Company has a lien.
31. If the Company refuses any transfer or transmission, the Company shall, within 30 (thirty) days from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send a notice of refusal to the transferee

and transferor or to the person giving notice of such transmission, as the case may be, giving reasons for such refusal.

Provided that the registration of a transfer 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 except where the Company has a lien on shares.

32. The Board may decline to recognise any instrument of transfer unless-
- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56 of the Act;
 - (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.
33. On giving not less than seven days' previous notice in accordance with section 91 of 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.

34. The Board may delegate the power of transfer of securities to a committee or to compliance officer or to the registrar to an issue and/or share transfer agent(s).

Provided that the delegated authority shall report on transfer of securities to the Board in each meeting.

35. There shall be a common form of transfer in accordance with the Companies Act and rules made thereunder.
36. No fee shall be payable to the Company, in respect of the registration of transfer or transmission of shares, or for registration of any power of attorney, probate, letters of administration and succession certificate, certificate of death or marriage or other similar documents, sub division and/or consolidation of shares and debentures and subdivisions of letters of allotment, renounceable letters of right and split, consolidation, renewal and genuine transfer receipts into denomination corresponding to the market unit of trading.

TRANSMISSION OF SHARES

37. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares
- (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
38. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either-
- (a) to be registered himself as holder of the share; or
 - (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his

death or insolvency.

39. (i) 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.
(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
(iii) 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.
40. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

41. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
42. The notice aforesaid shall:
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
 - (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other money payable in respect of the forfeited share and not actually paid before the forfeiture subject to the applicable provisions of the Act. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by Law.
44. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
45. (i) A person whose shares have been forfeited shall cease to be a member in respect of the

forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares

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

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

ALTERATION OF CAPITAL

48. Subject to these Articles, the Company may, from time to time, increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
49. Subject to the provisions of section 61 of the Act, the Company may, by ordinary resolution:
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
- (d) 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, and diminish the amount of its share capital by the amount of the shares so cancelled.
50. 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" in those regulations shall include "stock" and "stock-holder" respectively.

51. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by Law,-

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

CAPITALISATION OF PROFITS

52. (i) The Company in general meeting may, upon the recommendation of the Board, resolve-
(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards-

(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 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);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

53. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall-
(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power-

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application

thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.

REGISTERS AND DOCUMENTS

54. The Company shall keep and maintain at its Registered Office all statutory registers, other than the Register of Members, which shall be maintained by the Registrar & Transfer Agents, for such duration as the Board may decide unless otherwise prescribed, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection between 10.30 a.m. to 1.00 p.m. on all business days, at the registered office of the company by the persons entitled thereon on payment, where required, of such fees as may be fixed by the Board but not exceeding Rs. 50 for each inspection.
55. The Company shall, on being so required by a Member, send to him within seven days of the requirement and subject to the payment of a fee of Rs. 100/- or such other fee as may be specified in the relevant Rules for each copy of the documents as specified in Section 17 of the said Act.

BUY-BACK OF SHARES

56. Subject to these Articles and subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other Law for the time being in force, the Company may purchase its own shares or other specified securities and the Board of Directors may, when and if thought fit, buy back such of the Company's own shares or securities as it may think necessary, subject to such limits, upon such terms and conditions and subject to such approvals as required under the Act, SEBI Regulations or any other competent authority, as may be permitted by Law.

GENERAL MEETINGS

57. All general meetings other than annual general meeting shall be called extraordinary general meeting.
58. The Board may, whenever it thinks fit, call an extraordinary general meeting.

PROCEEDINGS AT GENERAL MEETINGS

59. (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.
(2) The quorum for the general meetings shall be as provided in the Act.
60. The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.
61. 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.
62. 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 choose one of their members to be Chairperson of the meeting.

63. 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 second or casting vote.

ADJOURNMENT OF MEETING

64. (1) Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
(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.
(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.
(4) 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.

VOTING RIGHTS

65. 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.
64. A member may exercise his vote at a meeting by electronic means in accordance with section 108 of the Act and shall vote only once.
65. (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.
66. 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.
67. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
68. 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
(i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

PROXY

69. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under

which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

70. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105 of the Act.
71. 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.

FIRST BOARD OF DIRECTORS

72. Subject to the provisions of these Articles and the Act, and until otherwise determined by the Company in General Meeting, the number of the Directors of the Company shall not be less than three and not more than 15 (fifteen). The first Directors of the Company are:
1. S. Rangarajan
 2. Rekha Rangarajan

BOARD OF DIRECTORS

73. Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than the limits prescribed under applicable law and shall not be more than 15.
74. Provided that the Company may appoint more than 15 (fifteen) directors after passing a special resolution. The Company shall have such number of Independent Directors on the Board of the Company, as may be required in terms of the provisions of applicable Law. Further, such appointment of such Independent Directors shall be in terms of, and subject to, the aforesaid provisions of applicable Law.
75. (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
(2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.
(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.
76. If authorized by the Board, the Directors may also be remunerated for any extra services done by them outside their ordinary duties as Directors, subject to the applicable provisions of the Act

77. 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.
78. (1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act
79. (1) The Board may appoint an alternate director to act for a director (hereinafter in these Articles referred to as "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.
(2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.
(3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.
80. The Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement or by the Central Government or the State Government by virtue of its shareholding in a Government company.
81. (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.
(2) The director so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if it had not been vacated.
82. The Company shall appoint such number of Independent Directors as it may deem fit, for a term specified in the resolution appointing him. An Independent Director may be appointed to hold office for a term of up to five consecutive years on the Board of the Company and shall be eligible for re-appointment on passing of Special Resolution and such other compliances as may be required in this regard. No Independent Director shall hold office for more than two consecutive terms. The provisions relating to retirement of directors by rotation shall not be applicable to appointment of Independent Directors. The Company shall have such number of Independent Directors on the Board of the Company, as may be required in terms of the provisions of applicable Law. Further, such appointment of such Independent Directors shall be in terms of, and subject to, the aforesaid provisions of applicable Law.

POWERS OF BOARD

83. 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.

84. The Board may, from time to time and at its discretion, subject to the provisions of Sections 73, 179, 180, and 185 of the Act, raise or borrow and secure the payment of any sum or sums of money for the purpose of the Company Any such money be raised or the payment or repayment thereof may be secured in such manner and upon such terms and conditions in all respect as the Board may think fit by promissory notes or by opening loan or current accounts or by receiving deposits and advances at interest with or without security or otherwise and in particular by the issue of bonds, perpetual or redeemable debentures of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being or by mortgaging or charging or pledging any lands, buildings, machinery, plant, goods or other property and securities of the Company or by other means as the Board deems expedient. The Board of Directors shall not except with the consent of the Company by way of a special resolution, borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceeds the aggregate of paid up capital of the Company, its free reserves and securities premium.
85. Subject to the Act and these Articles, The Board may raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular by the issue of bonds, perpetual or redeemable debentures or debenture-stock, or any mortgage, or other tangible security on the under- taking of the whole or any part of the Company (both present and future) but shall not create a charge on its capital for the time being or issue debentures with the right to conversion into or allotment of shares without the sanction of the Company by a special resolution in the General Meeting.

PROCEEDINGS OF THE BOARD

86. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
87. The Chairperson or any one director with the previous consent of the Chairperson, may or the secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.
88. The quorum for a Board meeting shall be as provided in the Act.
89. 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.
90. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

91. (2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
92. 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.
93. (1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence the Board may elect a Chairperson of its meeting and determine the period for which he is to hold office.
(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
94. (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.
(2) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
(3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under Law.
95. (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.
96. (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
97. (1) A committee may meet and adjourn as it thinks fit.
(2) 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.
98. 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.
99. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all 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.
100. 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.

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

101. Subject to the provisions of the Act—

(1) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board. The Board may appoint one or more chief executive officers for its multiple businesses.

(2) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

(3) A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

MANAGING DIRECTOR

102. The Business of the Company shall be carried on by the Board of Directors through a Managing Director, and / or in such manner as they shall think fit, subject to the control and superintendence of the Board of Directors at all times.

103. (1) Subject to the provisions of Sections 196, 197, and 203 and Schedule V of the Act, the Board may, from time to time, appoint one or more Directors to be Managing Director or Managing Directors of the Company 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 place or their places. The Managing Director shall exercise such powers as may be delegated to him by the Board subject to its overall control and supervision. The Managing Director shall report all material actions undertaken, or proposed to be undertaken, by him in the exercise of powers delegated to him to the Board of Directors at their meetings.

(2) Subject to the provisions of Act and Rules and Schedule of the Act, a Managing Director shall, in addition to the remuneration payable to him as a Director of the Company under the Articles, receive such additional remunerations as may, from time to time, be sanctioned by the Company.

(3) Subject to the provisions of the Act, in particular to the prohibitions and restrictions contained in the Act thereof, the Board may, from time to time, entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Board 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 and with such restrictions as it thinks fit, and the Board may confer such powers, either collaterally with, or to the exclusion of, and in substitution for any of the powers of the Board in that behalf and may, from time to time, revoke, withdraw, alter or vary all or any of such powers.

THE SEAL

104. (i) The Board shall provide for the safe custody of the seal.

(ii) 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 and of the secretary or two directors or such other person as the Board may appoint for the purpose; and the one director and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

DIVIDENDS AND RESERVES

105. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
106. Subject to the provisions of section 123 of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.
107. (i) 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 applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing 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.
(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
108. (i) 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.
(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
(iii) 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.
109. 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.
110. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid 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.
(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
111. 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.

112. 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.

113. No dividend shall bear interest against the Company.

UNPAID OR UNCLAIMED DIVIDEND

114. If the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted or sent within 30 (thirty) days from the date of declaration, transfer the total amount of dividend, which remained unpaid or unclaimed within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days to a special account to be opened by the Company in that behalf in any scheduled bank or private sector bank.

115. Any money so transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the Fund established under sub-section (1) of Section 125 of the Companies Act, viz. "Investors Education and Protection Fund".

116. No unpaid or unclaimed dividend shall be forfeited by the Board before the claim becomes barred by Law.

117. All shares in respect of which dividend has not been paid or claimed for seven consecutive years or more shall be transferred by the Company in the name of Investor Education and Protection Fund, in terms of Companies Act.

TERM OF ISSUE OF DEBENTURE

118. Any debentures, debenture-stock or other securities may be issued at a discount, 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, attending (but not voting) at the General Meeting, appointment of Directors and otherwise Debentures 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 a Special Resolution.

ACCOUNTS

119. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being directors.

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by Law or authorised by the Board or by the Company in general meeting.

WINDING UP

120. Subject to the provisions of Chapter XX of the Act and rules made thereunder-

(i) 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.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

121. Every 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.

SL No.	SIGNATURES, NAMES ADDRESSES, DESCRIPTIONS AND OCCUPATIONS	SIGNATURE, NAME ADDRESS, DESCRIPTION AND OCCUPATION OF THE WITNESS
1.	-----Signed----- Rangarajan S/o. D. Srinivasa Gopalan 25, College Teachers Layout, 5 th Cross, Banashankari III Stage, Bangalore – 560 085 Business	Both the subscribers signed before me at Chennai
2.	-----Signed----- Rekha Rangarajan W/o. S. Rangarajan 25, College Teachers Layout, 5 th Cross, Banashankari III Stage, Bangalore – 560 085 Business	-----Signed----- (S. JAIRAJ) S/o. C.S. Shankarappa 313-314, Richmond Town, No.12, Richmond Road, Bangalore – 560 025 Chartered Accountant

Place: Bangalore

Date: 09.11.1998