

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
GUWAHATI CARBON LIMITED

PRELIMINARY

Public Company

1. “The company is a public Limited Company and accordingly provisions and regulations contained in Table “A” in the First schedule of the companies Act 1956 shall apply to this company so far as they are not in consistence with any of the provisions and regulations appearing herein in this Articles of Association.

CAPITAL

Registered holder the absolute owner:

2. The authorized Share capital of the Company shall be as given in Memorandum of Association from time to time. The Company shall be entitled to treat the registered holder of any shares as the absolute owner thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other persons have as herein provided.

Power to issue preference shares.

3. (a) The company shall have power to issue preference share carrying a right of redemption or liable to be sole redeemed at the option of the company and the Directors may subject to the provisions of the Companies Act, in that behalf, exercise such power in any manner as they may think fit.

(b) The preference shares when issued shall confer on the holders thereof the right to receive fixed dividend at the rate to be determined by the Company before the issue of such shares and the right in winding up to the payment of capital paid up thereon and arrears of divided whether earned, declared or not upto the commencement of winding up in priority to all the equity shares but shall not confer the right to participate in profits or assets of the Company.

Power to increase Capital:

4. The company may from time to time by ordinary resolution increase share capital by the creation of new shares of such amount as may be deemed expedients.

Terms of new issue:

5. The new shares shall be issued upon terms and conditions with such right and privileges attached thereto as the General Meeting resolving upon the creation thereof, shall direct and if no such direction be given, as the directors may determine and in particulars such shares may be issued with or without preferential or qualified right to dividends and in the distribution of the assets of the Company.

Power to modify rights:

6. If at any time the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified by agreement between the company and any person purporting to contract on behalf of that class, provided that such agreement is ratified in writing by the holders of at least three-fourths of the issued share of the class or is confirmed by resolution passed at a separate general meeting of the holders of shares of that class and supported by votes not less than three-fourths of these shares and all the provisions hereinafter contained as to General meeting shall mutatis mutandis apply to every such meeting.

Allotment of shares:

7. Subject to conditions hereinafter specified and the directions, if any, which may be contained in the resolutions authorizing the increase of the capital, all the new shares shall be at the disposal of the Directors and they may allot the same in proportion to the existing share holding on such terms and conditions as they may think fit and proper.

How far new capital to rank with original Capital :

8. Except so far as otherwise provided by the conditions of issue or by these presents any capital raised by the creation of new shares shall be considered as part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien, surrender and on all respects.

Reduction of Capital :

9. The company may from time to time by a resolution passed by not less than three-fourth majority of the total voting strength of the shareholders reduce in any manner and subject to any incident authorised and consent required by law its share capital which may be in excess the wants of the company or canceling capital which may have been lost or is un-presented

by available assets, reducing the liability on the shares or otherwise as may seem expedient and capital may be paid off upon the footing that it may be called up again or otherwise and the company may also by a resolution passed by not less than three-fourth majority of the total voting strength of the shareholders, subdivide and consolidate its share or any of them or convert them into stock and the aforesaid resolution whereby any share is subdivided may also determine that as between the holders of the resulting from such subdivision, one or more of such shares shall have some special or preferential advantage as regards dividend, payment of capital or otherwise over or as compared with others or other.

Acceptance of Shares:

10. An application signed by or on behalf of applicant for shares in the company, followed by an allotment of any shares therein shall be an acceptance of share within the meaning of these articles and every person who thus or otherwise agrees to accept any shares and whose name is entered in the Register of Members, for the purposes these Articles be a shareholders.

Installment on shares to be duly paid:

11. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, every such installment shall when due, be paid to the company by the person who for the time being and from time to time shall be the registered holders of the shares, or his heirs executors, administrators and legal representatives.

Liability of members:

12. Every member or his heirs, executors, administrators, assignees or other representatives shall pay to the Company the portion of the capital represented his share shares, which may for the time being remain unpaid thereon in such amounts, at such time or times, and in such manner as the directors shall from time to time in accordance with the company's regulations require or fix for payment thereof and so long any money's whatsoever are due owing and unpaid to the Company by any member on account howsoever, such members in default shall not be entitled at the option of the Directors to exercise any right or privileges available to them.

CALLS

Call on Shares:

13. The Board may, from time to time, subject to the terms on which any share may have been issued and subject to the provisions hereinafter contained, make such calls as the Board think fit upon the members in respect of all money unpaid on the shares held by them respectively and not by the conditions of allotment made payable at fixed times and each member shall pay the amount or every call so made on him to the persons and at the times and places appointed by the Board. A call may be made payable by the installments and shall be deemed to have been made when the resolution of the Board authorising such calls was passed.

Liability of joint holders:

14. The joint holders of share shall be severally as well as jointly liable for payment of all installments and calls made in respect of such shares.

Notice of calls:

15. Not less than fourteen days notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

When interest on call or installment payable:

16. If the sum payable in respect of all or any installment be not paid on or before the date appointed for payment thereof, the member for the time being in respect of which the call shall have been made or the installment shall be due shall pay interest, for the same at rate of 18 percent per annum from the day appointed for the payment thereof to the time of actual payment or at such lower rate (if any) as the Board may determine, provided however, that the Board may in its discretion waive the payment of such interest.

Amount payable at fixed times or payable by instalments as calls:

17. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times whether on account of the amount of share or by way of premium every such amount of instalment shall be payable as if it were a call duly made by the Board and of which due notice had been given and all the provisions herein contained in respect of calls shall relate to such amount or instalment accordingly.

Evidence in action by company against member:

18. On the trial or hearing of any action or suit brought by the company against any member or his representatives to recover any debt or money claimed to be due to the company in respect of his share, it shall be sufficient to prove that the name of the defendant is, or was when the claim arose on the Register as a member or one of the member in respect of share for which such claim is made and that the amount claimed is not entered as paid in the books of the company but it shall be necessary to prove that a quorum was present at the Board meeting at which any call made and the Meeting at which any call was made was duly convened, or constituted.

Payment of call in advance:

19. The Board may, if it think fit, and upon such terms and conditions as it may think proper receive from any member willing to advance the same, all or any part of the money due upon the share held by him beyond the sums actually called for, and upon the money so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the share in respect of which such advance has been made, the company may pay interest at such rate to the member paying such advance as the Board may agree upon. Money so paid in excess of the amount of calls shall not rank for dividends. The Board at any time may repay the amount so advanced.

FORFEITURE

If call or instalment not paid notice may be given:

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

Form of notice:

21. The notice shall name a day, not being less than fourteen days from the date of notice and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment on or before the time and at the place appointed share in respect of which call was made or instalment is payable will be forfeited.

If notice were not complied with, share may be forfeited:

22. If the requisitions of any such notice as aforesaid be not complied with and share in respect of which notice has been given may at any time thereafter, before payment, of all calls or instalment, interest and expenses due in respect thereof be forfeited and such forfeiture shall include all dividends in respect of the forfeited shares and not actually paid before forfeiture.

Notice after forfeiture:

23. When any share shall have been so forfeited, notice of resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and any entry of the forfeiture with the date thereof shall forthwith be made in the register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry aforesaid.

Forfeited share to become property of the company:

24. Any share so forfeited shall be deemed to be the property of the company and the Board may sell or otherwise dispose of the same in such manner as it think fit.

Power to annual forfeiture:

25. The Board may at any time before any share so forfeited shall have been sold or otherwise disposed of annual the forfeiture thereof upon such conditions as it think fit.

Liability on forfeiture:

26. A person whose share has been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding, remain liable to pay and shall forthwith pay to the Company all calls or installments interest and expenses, owing upon or in respect of such share at the time of the forfeiture, together with interest thereon, from the time of the forfeiture until payment at 12% per annum and the Board may enforce the payment thereof or any part thereof without any deduction of allowance for the value of shares at the time of forfeiture, but shall not be under any obligation to do so.

Evidence of forfeiture:

27. A duly verified declaration in writing that the declarant is a Director of the Company and that certain shares in the Company have 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 shares and such declaration and the receipt of the Company for consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and person to whom any such share is sold, shall be registered as the member in respect of such share and shall not be bound to see to the application of the purchase money nor shall his title to such share be affected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposition.

TRANSFER AND TRANSMISSION

Transfer of shares to others:

28. The shares of the company shall be freely transferable subject to the provisions of Companies Act 1956 and in this matter, decisions taken by the majority of the Board of Directors, shall be final and binding.

Right to transfer:

29. Any share may be transferred

(a) By a member or other person entitled to transfer to any other member.

(b) By a member to any child or lineal descendant, father, mother, brother, sister, son-in-law, daughter-in-law, nephew, niece, wife or husband of such member.

(c) In case of death of a member by his legal representatives, heirs, executors, administrators or by the holder of succession certificate to any child or lineal descendant, father, mother, brother, sister, nephew, niece, son-in-law, daughter-in-law, widow or widower of such deceased member.

Directors may refuse transfer without assigning any reasons:

30. The Directors may without assigning any reason thereof refuse registration of any transfer of shares to a person not previously approved by them. But these provisions shall not apply to transfer made pursuant to clause 31 thereof.

Notice of refusal:

31. If the Directors refuse to register any shares, they shall within two months after the date on which transfer was lodged with the Company send to the transferor notice of the refusal.

Shares of deceased shareholder:

32. The executor or administrator of a deceased shareholder (Whether a European, Hindu, Mohamedan, Parsee or otherwise) shall be the only person recognised by the Company as having any title to his share except in case of joint holders, in which case the surviving holder or holders or the executor or administrator of the last surviving holder shall be the only person entitled to do so recognised but nothing herein contained shall release the estate of the deceased joint holder from any liability in respect of any shares jointly held by him. The Company shall not be bound to recognise such executor or administrator unless he shall have obtained probate or letters of administration or other legal representation as the case may be, from a duly constituted Court of India or from any Court or authority authorised by any act of Parliament or of the State Legislature or by any order or notification of Central or State Government to grant such probate or letters of administration or other legal representation, provided nevertheless that in special cases, and in such only, it shall be lawful for the Directors to dispense with the production of probate or letters of administration or such other legal representation upon such terms as to indemnity or otherwise as the Directors may deem fit.

As to transfer of shares of deceased or bankrupt members:

33. Any person becoming entitled to shares in consequence of the death or bankruptcy of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title as the Directors think sufficient may with the consent of the Directors (which they shall not be under any obligation to give) be registered as a member in respect of such shares or may subject to the regulations as to transfers hereinbefore contained, transfers hereinbefore contained, transfer such shares. This clause is hereinafter referred to as “the Transmission Clause”.

Election under the transmission article:

34. (1) If the person so becoming entitled under the Transmission Article 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.

(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing an instrument of transfer of the share.

(3) All the limitation, restrictions and provisions of these Articles relating to the right to transfer and the registration of instruments of transfer and the registration of instruments of transfer of a share shall be applicable to any such notice or transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

Rights of person entitled to shares under the Transmission Article:

35. A person so becoming entitled under the Transmission Article to a share by reason of the death, lunacy, bankruptcy or insolvency of the holder shall, subject to the provisions of Article 82 and of Section 206 of the Act, be entitled to the same dividends and other advantages as he would be entitled to if he were registered holder of the share.

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 the share, until the requirements of the notice have been complied with.

GENERAL MEETING

- 36.(i) The Company shall, in addition to any other meetings, hold a general meeting which shall be styled its 'Annual General Meeting' at the intervals and in accordance with the provisions specified below;
- (ii) The first Annual General Meeting shall be held by the Company within eighteen months of its Incorporation.
- (iii) The next Annual General Meeting of the Company shall be held by the Company with six months after the expiry of the financial year in which the first Annual General Meeting was held; and thereafter an Annual General Meeting shall be held by the Company within six months after the expiry of each financial year :
- (iv) Not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next :

Time and place of Annual General Meeting:

37. Every Annual General Meeting shall be called for at a time during business hours, on a day that is not a public holiday and shall be held at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the company is situated; and the notice calling the meeting shall specify it at the Annual General Meeting.

Extraordinary Meeting:

38. All other meetings of the Company shall be called Extraordinary meetings
- 39.(a) The Board of Directors whenever they think fit and shall on the requisition of such number of members of the company as is hereinafter specified, forthwith proceed to call an Extraordinary General Meeting of the Company and in case of such requisition the following provisions shall apply.

- (b) The requisition shall set out the matters for the consideration of which the meeting shall be called, shall be signed by the requisitionists and shall be deposited at the Registered Office of the Company.
- (c) The Requisition may consist of several documents in like form, each signed by one more requisitionists.
- (d) The number of members entitled to requisition a meeting in regard to any matter shall be such number of them as to hold at the date of the requisition not less than one tenth of such part of the paid-up capital of the Company as at that date carries the right of voting in regard to that matter.
- (e) Where two or more matters are specified in the requisition then provisions of sub-clause (d) shall apply separately in regard to each such matter and the requisition shall accordingly be valid only in respect of those matters in regard to which the condition specified in that sub-clause is fulfilled.
- (f) If the Board does not, within twenty-one days from the date of the deposit of a valid requisition in regard to any matter or matters, proceed duly to call a meeting for the consideration of those matters on a day not later than forty-five days from the date of the deposit of the requisition, the meeting may be called by such number of the requisitionists as represent either a majority in value of the paid up share capital of the Company as is referred to in sub-clause (b) whichever is less.
(Explanation: For the purpose of this Article, the Directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution give such notice thereof as is required by the Companies Act.)
- (g) A meeting called under sub-clause (f) by the requisitionists of any of them ---
 - (i) shall be called in the same manner as nearly as possible as that in which meetings are to be called by the Board but,
 - (ii) shall not be held after the expiration of three months from the date of the deposit of the requisition :
provided that nothing contained in this sub-clause (ii) shall be deemed to prevent a meeting duly commenced before the expiry of the period of three months aforesaid from adjourning to some day after the expiry of that period.

- (h) Where two or more persons hold any shares or interest in the Company jointly a requisition or a notice calling a meeting signed by one or some only of them shall for the purposes of this Article have the same force and effect as if it had been signed by all of them :
- (i) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board to call a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration for their services to such of the Directors as were in default.

Notice of Meeting

40. (a) A General Meeting of the Company be called by giving not less than Twenty One days notice in writing.

(b) A General Meeting may be called after giving shorter notice than that specified in sub-clause (a) If consent is accorded thereto :-

(i) in the case of an annual General meeting, by all the persons entitled to vote thereat, and

(ii) in the case of any other General Meeting, by all the member holding not less than ninety-five percent of such part of the paid-up capital of the Company as gives a right to vote at the meeting.

Provided that where any member or members of the Company are entitled to vote only on some resolutions to be moved at a meeting and not on the others, those members shall be taken into account for the purpose of this sub-clause in respect of the former resolution or resolutions and not in respect of the latter.

Contents and manner of service of notice and persons on whom it is to be served

41. (a) Every notice of a meeting of the Company shall specify the place and the day hour of the meeting and shall contain a statement of the business to be transacted there at:

(b) Notice of every meeting of the Company shall be given:

(i) to every member of the Company; in any manner authorized by the Companies Act;

(ii) to the persons entitled to a share in consequence of the death or insolvency of a member by, sending through post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignees of the insolvent or by any like description, at the address, if any in India supplied for purpose by the persons claiming to be so entitled, or untie such an address has been so supplied by giving the notice in any manner, in which it might have been given if death or insolvency had not occurred, and

(iii) to the auditor or auditors for the time being of the Company in any manner authorised by the Companies Act. as in the case any member or member of the Company.

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

Explanatory statement to be annexed to notice:

42. (a) In the case of an Annual General Meeting all business to be transacted at the meeting shall be deemed special, with the exception of business relating to:

(i) the consideration of the accounts balance sheet and the reports of Board of Directors and auditors.

(ii) The declaration of a dividend,

(iii) The appointment of Directors in the place of those retiring, and

(iv) The appointment of and the fixing of the remuneration of the auditors.

(b) Where any item or items of business to be transacted at the meeting are deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each item of business, including in particular the nature and extent of the interest, if any, therein of every Director, the Managing Agent if any,

(c) Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

Quorum:

43. Two members personally present shall be a quorum for a General Meeting.

Quorum to be present when business commences:

44. No business shall be transacted at any General Meeting unless the quorum requisite shall be present of the commencement of the business.

Chairman of General Meeting:

45. The chairman of the Directors shall be entitled to take the chair at every General Meeting or if there be on such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting the members present shall choose another Director as Chairman and if no Director be present or if all the Directors present decline to take chair, then the members present shall choose one of their number to be Chairman.

If quorum not present when meeting to be dissolved and when to be adjourned:

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

What is to be evidence of the passing of resolution where poll not demanded:

47. At any General Meeting a resolution, put to the vote of the meeting shall be decided on a show of hands or unless a poll is (before or on the declaration of the result of the show of hands) demanded in the manner hereinafter and unless a poll is so demanded, a declaration by the Chairman that a resolution on a show of hands has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

Demand for poll:

48. (a) Before or on the declaration of the result of the voting on any resolution on a show of hands a poll may be ordered to be taken by the chairman of the meeting on his own motion and shall be ordered to be taken by him on a demand made in that behalf by the persons or person specified below that is to say:

(i) by at least five member having the right to vote on the resolution and present in person or by proxy : or

(ii) by any member or members present in person or by proxy and having not less then one-tenth of the total voting power in respect of the resolution, or

(iii) by any member or members present in person or by proxy and holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid-up which is not less than one-tenth of the total sum paid-up on all the shares conferring that right.

(b) The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

Time of taking poll:

49. (a) If a poll is demanded on the election of a Chairman or on a question of adjournment, it shall be taken forthwith.

(b) A poll demanded on any other question shall be taken at such time not being later than forty-eight hours from the time demand was made as the Chairman may direct.

Right of member to use his votes differently:

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

Scrutinies at pool:

51. (a) Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him;

(b) The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from Office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.

(c) Of the two scrutineers appointed under this Article, one shall always be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed;

Manner of taking poll and result thereof:

52. (a) Subject to the provisions of the Companies Act, the Chairman of the meeting shall have power to regulate the manner in which a pool shall be taken.

(b) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

Power to adjourn General Meeting:

53. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Casting vote:

54. In the case of an equality of votes whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands, taken place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled as a member.

Business may proceed notwithstanding demand of poll:

55. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Chairman's decision conclusive:

56. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

VOTE OF MEMBERS

Vote of Member:

57. (a) On a show of hands, every member entitled to vote and present in person shall have one vote and upon a poll every member entitled to vote and present in person or by proxy shall have one vote for every share held by him in accordance with the provisions of Section 87 of the Companies Act; Provided that the holders of Preference Shares shall have no right to vote either in person or by proxy at any General Meeting by virtue or in respect of their holdings of Preference Shares, unless the preferential dividend due on such preference shares or any part of such dividend has remained unpaid in respect of an aggregate period of not less than two years preceding the date of commencement of the meeting or unless a resolution is proposed directly affecting the rights or privileges attached to such preference shares;

(b) Any resolution for winding up the Company or for the repayment or reduction of its share capital shall be deemed directly to affect the right attached to preference shares within the meaning of this Article;

(c) For the purpose of this Article dividend shall be deemed to be due on Preference shares in respect of any period whether a dividend has been declared by the company on such shares for such period or not;

(i) On the last day specified for repayment of such dividend for such period in the Articles or other instrument executed by the Company in that behalf, or

(ii) in case no day is so specified, on the day immediately following such period.

(d) Where a corporation being a member is present by a proxy who is not a member, such proxy shall be entitled to vote for such corporation on a show of hands.

Votes in respect of shares of deceased and bankrupt members:

58. Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be, at which he proposes to vote, he shall satisfy the Directors of his rights to transfer such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Joint holders:

59. 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 other joint holders. For this purpose seniority shall be determined in the order in which the names stand in the register of members.

Vote of Member of unsound mind:

60. 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.

Member not entitled to vote:

61. No members 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.

Objection:

62. (a) 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 purpose.

(b) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

Proxies permitted:

63. Votes may be given either personally or by proxy.

Proxies:

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

(b) A proxy shall not be entitled to vote except on a poll;

(c) In every notice calling a meeting of the Company, there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of himself and that a proxy need not be a member.

Proxy to be deposited at office:

65. The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy of the power of authority shall be deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

Instrument of proxy:

66. The instrument appointing a proxy shall:

(a) be in writing; and

(b) be signed by the appointer or his attorney duly authorised in writing or, if the appointer is a body corporate be under its seal or be signed by an officer or an attorney duly authorised by it.

Form of proxy:

67. An instrument appointing a proxy shall be in any of the forms set out in the Companies Act or a form as near there to as circumstances admit.

Inspection of proxies:

68. Every member entitled to vote at a meeting of the company or on any resolutions to be moved thereat shall be entitled during the period beginning twenty-four hours before the time fixed to the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the company provided not less than three days' notice in writing of the intention so the inspects given to the Company.

When vote by proxy valid through authority revoked:

69. 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.

BOARD OF DIRECTORS

No. of Directors.

70. The number of Directors of the company shall not be less than three and not more than eleven at any time.

First Directors:

71. The first Directors of the company shall be:

1. Sri Vijay Prakash Singhania
2. Sri Ramesh Pasari

Remuneration of Directors:

72. a) The remuneration of a Director for his services shall be such amount not exceeding Rs.250/- as the Directors may fix for every meeting to the board attended by him.

b) In addition to the remuneration payable as above, the Directors may be paid all traveling, hotel and other expenses properly incurred by

- i) In attending and returning from meeting of the Board of Directors, or any committee thereof or General meetings of the company, or
- ii) In connection with the business of the company.

Shares qualification:

73. The Directors shall not be required to hold any qualification share- and a person may be appointed as a director notwithstanding that he holds any share in the company.

Board may act notwithstanding vacancy:

74. The Continuing Director may act notwithstanding any vacancy in their body, but so that if the number falls below the quorum fixed by these presents for the meeting of the board shall not act except for the purpose of filling vacancy or vacancies.

Nominee Director:

75. Notwithstanding anything to the contrary contained in these articles, when any amount is borrowed by the company from any financial institution such as Industrial Finance Corporation, State Finance Corporation or such other institution, and so long as moneys' borrowed from any of them remain outstanding the board of directors' of the company shall have powers to appoint a persons nominated by such Financial Institution whose loan is outstanding as a director or directors of the company. Any director appointed under this article shall automatically vacate his office upon the amount borrowed by the company from such institution is repaid, satisfied or otherwise discharged. A director appointed under this articles shall not be required to hold any share qualification and shall not be subject to retirement by rotation or removal from office except with the consent of the Financial Institution concerned. A director appointed under this Article shall be entitled to exercise and enjoy the same rights and privileges and be subject to the same obligations as any other Director of the Company under the Article of Association of the Company and under the Law. The company shall pay to such directors' normal fees and expenses (including traveling and hauling etc. expenses incurred in connection with or incidental to the attendance of any of the meeting of the company) to which the other Directors are entitles.

Alternate Directors:

76. The Board may appoint any person to act as alternate director for a Director during the latter's absence for a period of not then less three months from the state in which the meeting of the Board are ordinarily held and such appointment shall have effect and such appointee whilst he holds office as an alternate Director shall be entitled to notice of meeting of the Board and to attend and vote there at accordingly but he shall not require any qualification and shall if so fact to vacate office if and when absent director returns to the state in which meetings of the Board are ordinarily held or the absent Director vacates office as Director.

Powers of Directors to appoint additional Directors:

77. The Director shall have power at any time and from time to time to appoint any person as a Director either to fill a casual vacancy or as an addition of the Board, but so that the total number of Directors shall not at any time exceed the maximum fixed as above. But any, Director so appointed shall hold office only until the conclusion of the next following general meeting of the Company and shall then be eligible for re-election.

78. (a) The office of a Director shall become vacant, if:

(i) he is found to be of unsound mind by a court of competent jurisdiction, or

(ii) he applies to be adjudicated an insolvent, or

(iii) he is adjudicated an insolvent, or

(iv) he has been convicted by a court in India of an offence sentenced in respect thereof to imprisonment for not less than six months, or

(v) he fails to pay any calls in respect of shares held by him whether alone or jointly with others within six months from the last date fixed for the payment of the call, or

(vi) he absents himself from three consecutive meetings of the Board of Directors or from all meetings of the Board for a continuous period of three months whichever is longer, without leave of absence from the Board; or

(vii) he being either directly or indirectly concerned or interested in any contract or arrangement or proposed contract or arrangement, entered into or to be entered into, by or on behalf of the Company, fails to disclose the nature of his concern or interest at a meeting of the Board of Directors, or

(viii) he becomes disqualified by an order of the Court, or

(ix) he is removed by an ordinary resolution of the Company before the expiry of his period of office, or

(x) he, by notice in writing to the Company, resigns his office.

(b) Notwithstanding in clause (iii), (iv) and (viii) or sub-clause (a) the disqualification referred to in those clauses shall not take effect:

i) for thirty days from the date of the adjudication or sentence.

ii) where any appeal or petition is preferred within the thirty days aforesaid against the adjudication, sentence or conviction resulting in the sentence; until the expiry of seven days from the date of which such appeal or petition is disposed of, or

iii) where within the seven days aforesaid, any further appeal or petition is preferred in respect of the adjudication, sentence or conviction and appeal or petition, if allowed, result in the removal of the disqualification, until such further appeal or petition is disposed of.

Disclosure of interest by Director:

79. (a) Every Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, entered into or to be entered into, by or on behalf of the Company shall disclose the nature of his concern or interest at a meeting of the Board of Directors.

(b) (i) In the case of proposed contract or arrangement the disclosure required to be made by a Director under sub-clause:

(a) shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or if the Director was not at the date of that meeting, concerned or interested in the proposed contract or arrangement, at the first meeting of the Board held after he becomes so concerned or interested;

(ii) In the case of any other contract or arrangement, the required disclosure shall be made at the first meeting that he is a director or a member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may after the date of the notice, be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made.

(c) (i) For the purpose of sub-clause (a) and (b) a general notice given to the Board by a Director to the effect of the Board held after the Director becomes concerned or interested in the contract or arrangement;

(ii) Any such general notice shall expire at the end of the financial year in which it is given, but may be renewed for further periods of one financial year at a time, by a fresh notice given in the last month of the financial year in which it would otherwise have expired,

(iii) No such general notice, and no renewal thereof, shall be of effect unless either it is given at a meeting of the Board or the Directors concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

(d) Nothing in this Article shall be taken to prejudice the operation of any rule of law restricting a Director of the Company from having any concern or interest in any contracts or arrangements with the Company.

80. A Director may, as a Director, vote or take part in any discussion on any contract or arrangement in which he is interested or concerned and may vote thereon and his presence shall count for the purpose of the quorum at the time of any such discussion or vote.

Appointment of Directors to be voted on individually:

81. (a) At every Annual General Meeting of the Company, a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution, unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.

(b) A resolution moved in contravention of sub-clause; of this Article shall be void whether or not objection was taken at the time to its being so moved; Provided that where a resolution so moved is passed, on provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply.

(c) For the purpose of this Article, a motion for approving a person's appointment or for nominating a person for appointment, shall be treated as a motion for his appointment.

Right of persons other than the retiring Directors:

82. A person who is not a retiring Director shall subject to provisions of the Companies Act be eligible for appointment to the office of Director at any General Meeting. If he or some member intending to propose him has, not less than fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for office that office as case may be.

CHAIRMAN

Power to appoint Chairman:

83. The Board may from time to time appoint any Director to the Chairman of the board for a fixed period or without any limitation as to period for which he is to hold such office.

To what provisions he shall be subjected:

84. The Chairman of the Board shall be subject to same provisions as to resignation and removal as the other Directors and he shall, ipse facto and immediately, cease to be the Chairman if he ceases to hold the office of Director for any cause.

MANAGING DIRECTOR

Power to appoint Managing Director:

85. The Board may from time to time appoint any one or more Directors to the Managing Director(s) of the Company or such terms and conditions as the Board may think fit and from time to time (subject to the provisions of any contract between him and the Company) remove or dismiss him from office and appoint another in his place.

To what provisions he shall be subject:

86. A Managing Director shall (subject to the provisions of any contract between him and the company) be subject to the same provisions as to resignation and removal as the Directors and shall ipse facto and immediately cease to be the Managing Director if he ceases to hold the office of Director for any cause.

Remuneration of Managing Director:

87. A Managing Director shall, in addition to the remuneration payable to him as a Director or the Company as sitting fee, receive such remuneration as may be sanctioned by the board from time to time, and such remuneration may be fixed by way of salary or commission or participation in profits or by any or all of these modes.

Power of Managing Director:

88. Subject to the provisions of the Act, the Board of Directors from time to time, entrust to and confer upon a Managing Director for the time being such of the powers as are exercisable under these Articles by the Board as it may think fit and may entrust or confer such powers for such periods and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as it may think fit. The Board may from time to time revoke withdraw alter or vary all or any of such powers.

PROCEEDING OF DIRECTOR'S MEETING

89. (a) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meeting and proceedings as they think fit.

(b) A meeting of the Board of Directors shall be held at least once in every three calendar months.

(c) A Director may and the Managing Director, Manager or Secretary on the requisition of a Director shall at any time summon a meeting of the Board.

Notice of Meeting:

90. Notice of every meeting of the Board of Directors of the Company shall be given in writing to every Director for the time being in India and at his usual address in India to every other Director.

Quorum of Meeting:

91. Subject to the provision of Sec 287 of the Companies Act, the quorum for a meeting of the Board of Director of the Company shall be of two Directors.

How question decided:

92. Save as otherwise expressly provided in Companies Act the questions arising at any meeting of the Board shall be decided by a majority of votes and in case of an equality of votes, the Chairman of the Board, if any, shall have a second or casting vote.

Procedure where meeting adjourned for want of quorum:

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

Chairman:

94. (a) The Board may elect a Chairman of its meetings and determine the period for which he is to hold office.

(b) If no such Chairman is elected or if at any meeting, the Chairman is not present within five minutes after the time appointed for holding the meeting, Directors present may chose one of their number to be Chairman of the meeting.

95. (a) The Board may, subject t the provision of the section 292 of the Companies Act and these Articles appoint any Committee consisting of such member or members of its body as it thinks fit and delegate any its powers to such committees.

(b) Any Committee so found shall in the exercise of the power so delegate, conform to any regulation that may be imposed on it by the Board.

Chairman of Committee:

96. (a) A committee may elect a Chairman of its meeting.

(b) If no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting the members present may choose one of their number to be Chairman of the meeting.

Proceedings of committee:

97. (a) A Committee may meet and adjourn as it thinks proper.

(b) 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 Chairman shall have a second or casting vote.

Remuneration of Committee Members:

98. The Board may from time to time fix the remuneration to be paid to any member or members of their body constituting a committee.

Validity of acts of Directors etc.:

99. All acts done by 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; Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

Passing of resolution by circulation:

100. No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with necessary papers, if any to all the Directors or to all the members of the committee, then in India (not being less in number than the quorum fixed for a meeting of the Board or committee as the case may be) and to all other Directors or members, at their usual address in India and has been approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote on the resolution.

General powers of the Board:

101. (a) Subject to the provisions of the Companies Act and these Articles, the Board of Directors of the Company shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do; Provided that the Board shall not exercise any power or do any act or thing which is directed or required whether by the Companies Act or by the Memorandum & Articles of Association of the Company or otherwise, to be exercised or done by the Company in General Meeting; provided further that in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions contained in that behalf in the Companies Act or in the Memorandum and Articles of Association of the Company or in any regulations not inconsistent therewith and duly made there under, including regulations made by the Company in General Meeting.

(b) No regulations made by the Company in General Meeting shall invalidate any prior act of the Board, which would have been valid if that regulation had not been made.

MINUTES

102. (a) The Company shall cause minutes of all proceedings of every general meeting and of all proceedings of every meeting of its Board of Directors or of every Committee of the Board to be kept by making within fourteen days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.

(i) each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed;

(ii) in the case of minutes of proceedings of a meeting of the Board or of a Committee thereof by the Chairman of the said meeting or the Chairman of the next succeeding meeting;

(iii) in the case of minutes of proceedings of a general meeting, by the Chairman of the same meeting within the aforesaid period of fourteen days or in the event of the death or inability of that Chairman within that period by a Director duly authorised by the Board for the purpose;

(iv) in no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.

(b) The minutes of each meeting shall contain in fair and correct summary of the proceedings thereat.

(c) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.

(d) in the case of a meeting of the Board of Directors of a Committee of the Board, the minutes shall also contain --

(i) The names of the Directors present at the meetings, and

(ii) in the case of each resolution passed at the meeting the names of the Directors, if any, dissenting from or not concurring in the resolution.

(e) Nothing contained in sub-clauses (a) to (d) shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairman of the meeting --

(i) is, or could reasonably be regarded as defamatory of any person;

(ii) is irrelevant or immaterial to the proceedings; or

(iii) is detrimental to the interests of the Company.

Minutes to be evidence:

103. Minutes of meeting kept in accordance with the provision of Article 98 shall be evidence of the proceedings recorded therein.

Presumption to be drawn where minutes duly Drawn and signed:

104. Where minutes of the proceedings of any General Meeting of the Company or of any meeting of its Board of Directors or of a Committee of the Board have been made and signed in accordance with the provisions of article 103 then until the contrary is proved, the meeting shall be deemed to have been duly called and held, and all proceeding thereat to have been duly called and held, and all proceedings thereat to have duly taken place, and in particular, all appointments of Directors or liquidators made at the meeting shall be deemed to be valid.

105. The books containing the minutes of the proceedings of any general meeting of the Company shall:

- (i) be kept at the registered office of the Company, and
- (ii) be open, during business hours to the inspection of any member without charge, subject to such reasonable restrictions as the Company may impose so however that not less than two hours in each day are allowed for inspection.

POWER OF THE BOARD OF DIRECTORS

Power of Directors:

106. Without prejudice to the general powers conferred by Article 102 and the other powers conferred by these Articles, but subject however to the provisions of the Companies Act, it is hereby expressly declared that the Directors shall have the following powers:

Official seal abroad:

- (a) To have an Official Seal for use abroad.

Foreign Register

- (b) To keep a foreign register in accordance with the provisions of the Companies Act;

To acquire property

- (c) To purchase or otherwise acquire for the Company any property, rights or privilege, which the Company is authorised to acquire at such price and generally on such terms and conditions as they may think fit:

To pay for property in debentures, etc.

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

To secure contracts by mortgage

(e) To secure fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such other manner as they may think fit;

To appoint servants:

(f) To appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks agents and servants for permanent, temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and for such amounts as they may think fit;

To accept surrenders of shares:

(g) To accept from any members on such terms and conditions as shall be arranged, a surrender of his shares any part thereof.

To appoint trustees:

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

To bring and defend actions etc.:

(i) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company;

To refer to arbitration:

(j) To refer any claims or demands by or against the company to arbitration, and observe and perform the awards;

To give receipts:

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

To authorise acceptance etc.:

(l) To determine who shall be entitled to sign on the Company's behalf bills, notes receipts acceptances, endorsement, releases, contracts and documents;

To appoint attorneys:

(m) From time to time, provide for the management of the affairs of the Company in such manner as they may think fit and in particular to appoint any person to be the attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit;

To invest moneys

(n) To invest and deal with any of moneys of the Company not immediately required for the purposes thereof upon such securities (not being shares in this company) and in such manner as may think fit and from time to time to vary or realise such investments;

To give security by way of indemnity:

(o) To execute in the name and on behalf of the company in favour of any Director or other persons who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such mortgage may contain a power of sale and such other powers covenants and provisions as shall be agreed upon.

To give percentages:

(p) Subject to the provisions of the Companies Act, to give any person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company and such Commission or shares of profits of shall be treated as part of working expenses of the Company;

To establish reserve fund:

(q) Before recommending any dividend to set aside out of the profits of the Company such sums as they think proper as reserve fund to meet contingencies or for equalizing dividends or for repairing, improving and maintaining any of the property of the Company and for such other purposes as the Directors may in their absolute discretion, think conducive to the Company and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit and from time to time to deal with and vary such investments and to dispose of all or any part thereof for the benefit of the Company and to divide the reserve fund into special funds as they think fit with full power to employ the assets constitution the reserve fund in the business of the Company and that without being bound to keep the same separate from the assets;

May make bye-laws:

(r) From time to time make, vary and repeat bye-laws for the regulation of the business of the Company, its Officers and servants:

May make contracts:

(s) To enter into all such negotiations and contracts, and rescind and vary all such contracts and execute and do all such contracts and execute and do all such contracts and execute and do all such acts deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.

SEAL

Seal :

107. The Board shall provide a common seal for the company and from time to time destroy the same and substitute new seal in lieu thereof and shall provide for safe custody of the seal for the time being. The seal of the company shall not be affixed to any instrument except by the authority of 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 such officer of the company as Board may appoint for the purpose and such director or officer shall sign every instrument to which the seal of the company is affixed. The share certificates shall however be sealed and signed in accordance with rule 6 of the Companies (Issue of Share Certificate) Rules 1960.

DIVIDENDS AND RESERVES

Dividends:

108. (1) The Profits of the Company, subject to any special right relating thereto created or authorised to be created by these presents and subject to the provisions of these Articles, shall be divisible among the Members in proportion to the amount of capital paid up on the shares held by them respectively, subject to section 205 of the Companies Act, 1956.

(2) All dividends shall be apportioned and paid proportionately to the amounts paid or created 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 of dividend accordingly.

(3) Where capital is paid in advance of the calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest, confer a right to dividend or to participate in profits.

Declaration of dividend:

109. The Company in general meeting may declare dividend to be paid to members according to their respective rights and interest in the Profits and may fix the time for payment and the Company shall comply with the provisions of Section 207 of the Act, but no dividend shall exceed the amount recommended by the Board of Directors.

Dividend to be paid only out of profits:

110. (1) No dividend shall be declared or paid by the Company for any financial year except out of the profits of the Company for that year arrived at after providing for depreciation in accordance with the provision of sub-section (2) of Sec.205 of the Companies Act or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with those provisions and remaining undistributed or out of both or out of moneys provided by the Central Government or State Government for the payment of dividend in pursuance of a guarantee given by that Government, subject to section 205 & 205A of the Companies Act, 1956.

(2) No dividend shall be payable except in cash. Provided that nothing in this clause shall be deemed to prohibit the capitalization of the profits or reserves of the Company for the purpose of issuing on any shares held by the members of the Company.

(3) Unless otherwise directed any dividend may be paid by cheque or warrant or by a pay-slip or receipt having the force of a cheque or warrant, sent through the post the registered address of the member or person entitled or in case of the joint-holders to that one of them first named in the register in respect of the joint-holders to that one of them first named in the register in respect of the joint-holding. Every such cheque or warrant shall be made payable to the order to the person to whom it is sent. The Company shall not be liable or responsible for any dividend lost by the member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay-slip or receipt or the fraudulent recovery of the dividend by any other means.

Net Profits:

111. The declaration of the Board of Directors as to the amount of the net profits of the Company shall be conclusive.

Interim dividend:

112. The Board of Director may, from time to time, pay to the member such interim dividend as in their judgment the position of the Company justifies.

Debits may be deducted:

113. The Director may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

Dividends in proportions to amount paid up:

114. The Company shall pay dividends in proportion to the amount paid up or credited as paid up on each share where a larger amount is paid up or credit as paid up on some shares than on others.

No member of receive dividend whilst indebted of the company rights of reimbursement:

115. No member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares and the Board of Directors may deduct from the interest or dividend payable to any member, such sums of money so due from him to the Company.

Dividend to be paid within forty-two days:

116. The Company shall pay the dividend or send the warrant in respect thereof to the shareholder entitled to the payment of the dividend, within forty-two days from the date of the declaration of the dividend unless: -

- (a) Where the dividend could not be paid by reason of operation of any law ;
- (b) Where a shareholder has given direction regarding the payment of the dividend and those directions cannot be complied with;
- (c) Where there is a dispute regarding the right to receive the dividends;
- (d) Where the dividend has been lawfully adjusted by the Company against any sum due to it from the shareholder; or
- (e) Where for any other reason, the failure to pay the dividend, or to post the warrant within the period aforesaid was not due to any default on the part of the Company.

Capitalisation reserves:

117. Any General Meeting may resolve that any money's investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund, or any capital redemption reserve or in the hands of the Company and available for dividend be capitalized and distributed amongst such of the share holders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of such shareholders in paying up in the full either at part or at such premium as the resolution may provide, any un-issued shares or debentures or debenture-stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture-stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

Capitalisation of surplus:

118. A General Meeting may resolve that any surplus money arising from the realisation of any capital assets of the Company or any investments representing the same, or any other undistributed profits of the Company not subject to charge for income-tax, be distributed among the members on the footing that they receive the same as capital.

Capitalisation Redemption Fund:

119. If the Company shall have redeemed any redeemable preference shares all or any part of any capital redemption fund arising from the redemption of such shares may by resolution of the Company be applied in paying up in full or in part any new shares, then remaining un-issued, to be issued to such members of the Company or other persons as the Directors may resolve upto an amount equal to the nominal amount of the shares so issued.

Fractional Certificates:

120. For the purpose of giving effect to any resolution under the three last preceding Articles, the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of any specific assets, and may determine that cash payment shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs.1/- may be disregarded in or adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Where requisite a proper contract shall be delivered to the Registrar for registration in accordance with the provisions of the Companies Act and the Directors may appoint any person to sign such contract on behalf of the person entitled to the dividend or capitalised fund, and such appointment shall be effective.

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

Retention in certain cases:

122. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause (Article 54) entitled become a member or which any person under that clause is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.

Dividend to joint holders:

123. Any one of the several person who are registered as joint holders of any share, may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

Unpaid dividend:

124. All the unpaid dividend will be transferred to a special dividend account as required by section 205A of the Companies Act.

Notice of dividend:

125. Notice of the declaration of any dividend, whether interim or otherwise shall be given to the holder of registered shares in the manner hereinafter provided.

Dividend and call together:

126. Any General Meeting declaring a dividend may make a call on the member of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call made payable at the same time as the dividend and the dividend may if so arranged between the Company and the members be set off against the calls.

BOOKS AND DOCUMENTS

Books to be kept by Company:

127. (a) The Board of Directors shall cause to be kept proper books of account at the Registered Office of the Company or at such other place in India as they think fit with respect to: -

(i) All sums of money received expended by the Company and the matters in respect of which the receipt and expenditure take place.

(ii) All sales and purchases of goods by the Company.

(iii) The assets and liabilities of the Company.

(b) Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with the provisions of clause (a) if proper books of account relating to transactions effected at the branch office are kept at that office and proper summarized returns, made up to date at intervals of not more than three months, are sent by the branch office to the Company at its Registered Office or the other place referred to in clause (a).

(c) The books of account shall be open to inspection by any Director during business hours.

Inspection by members:

128. (a) The Board of Directors 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.

(b) 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.

Annual Accounts and Balance Sheet:

129. (a) At Every Annual General Meeting of the Company the Board of Directors or the Company shall lay before the company:

(i) A Balance Sheet at the end of the period specified in sub-clause (b) of this Articles ; and

(ii) A Profit and Loss account for the period

(b) The Profit and Loss account shall relate:

(i) in the case of the first Annual General Meeting of the Company, to the period beginning with the incorporation of the Company and ending with a day which shall not precede the day of the meeting by more than nine months ; and

(ii) in the case of any subsequent Annual General Meeting of the Company, to the period beginning with the day immediately after the period for which the accounts was last submitted and ending with the day which shall not precede the day of the meeting by more than six months, or in case where an extension of time has been granted for holding the meeting under the provisions of the Companies Act by more than the extension so granted.

(c) The period to which the account aforesaid relates is referred to in the Companies Act as Financial Year, and it may be less or more than a calendar year but it shall not exceed 15 months; provided that it may extend to eighteen months where special permission has been granted in that behalf by the Registrar of Companies.

Form and Contents of Balance Sheet and Profit and Loss account:

130. (a) Every Balance Sheet of the Company shall give a true and fair view of the state of affairs of the Company as at the end of the Financial Year.

(b) Every Profit and Loss account of Company shall give a true and fair view of the Profit or Loss of the Company for the Financial Year.

Authentication of Balance Sheet and Profit & Loss Account:

131. (a) Every Balance Sheet and every Profit & Loss Account of the Company shall be signed on behalf of the Board of Directors by its Manager or Secretary, if any and by not less than two Directors of the Company one of whom shall be a Managing Director, where there is one.

(b) The Balance Sheet and the Profit & Loss Account shall be approved by the Board of Directors before they are signed on behalf of the Board in accordance with the provisions of this Article and before they are submitted to the auditors for their report thereon.

(c) The Profit & Loss Account shall be annexed to the Balance Sheet and the Auditors' Report shall be attached thereto.

132. (a) There shall be attached to every Balance Sheet laid before the Company in General Meeting, a report by its Board of Directors, with respect to;

(i) the State of the Company's affairs;

(ii) the amounts, if any, which it proposes to carry to any reserves either in such Balance Sheet or in a subsequent Balance Sheet; and

(iii) the amount, if any which it recommends should be paid by way of dividend.

(b) The Board's report shall, so far as in material for the appreciation of the state of the Company's affairs by its members and will not in the Board's opinion be harmful to the business of the Company or of any of its subsidiaries if any deal with any charges which have occurred during the Financial Year:

- (i) in the nature of the Company's business;
- (ii) in the Company's subsidiaries, if any or in the nature of the business carried on by them; and
- (iii) generally in the classes of businesses in which the Company has an interest;
- (iv) material changes and commitments, if any, affecting the financial position of the Company which have occurred between the end of the financial year of the Company to which the Balance Sheet relates and the date of the report.

(c) The Board's report and any addendum thereto shall be signed by its Chairman if he is authorised in that behalf by the Board; and where he is not so authorised; shall be signed by such number of Directors as are required to sign the Balance Sheet and the Profit & Loss Account of the Company by virtue of Article 127.

Right of member to copies of Balance Sheet and auditors report:

133. (a) A copy of every Balance Sheet (including the Profit & Loss Account the auditors' report and every other document required by law to be annexed or attached, as the case may be, to the Balance Sheet) which is to be laid before the Company in General Meeting shall, not less than twenty-one days before the date of meeting, be sent to every member of the Company, to every holder of debentures if any, issued by the Company (not being debentures which ex-facie are payable to the bearer thereof) to every trustee for the holders of any debenture, issued by the Company (whether such member, holder or trustee is or is not entitled to have notices of General Meetings of the Company sent to him), and to all persons other than such member, holders or trustees, being persons so entitled Provided that it shall not be necessary to send copies of the documents aforesaid:

- (i) to a member or holder of debentures the Company, who is not entitled to have notices of General Meetings of the Company sent to him and of whose address the Company is unaware:
- (ii) to more than one of the joint holders of any shares or debentures none of whom is entitled to have such notices sent to him; or

(iii) in the case of joint-holders of any shares or debentures some of whom are and some of whom are not entitled to have such notices sent to them, to those who are not so entitled. Provided further that if the copies of the documents aforesaid are sent less than twenty-one days before the date of meeting, they shall, notwithstanding that fact, be deemed to have been duly sent if it is so agreed by all the members entitled to vote at the meeting.

(b) Any member or holder of debentures of the company, whether he is or is not entitled to have copies of the Company's Balance Sheet sent to him shall on demand be entitled to be furnished without charge and any person from whom the Company has accepted a sum of money by way of deposit shall, on demand be entitled to be furnished without charge with a copy of the last Balance Sheet of the Company and of every document required by law to be annexed or attached thereto, including the Profit & Loss Account and the auditor's report.

Three copies of Balance Sheet etc. to be filed with Registrar:

134. (a) After the Balance Sheet and the Profit & Loss Account has been laid before the Company at the Annual General Meeting as aforesaid, there shall be filed with the Registrar of Companies at the time prescribed by the Companies Act three copies of the Balance Sheet and the Profit & Loss Account, signed by the Managing Director, Manager or Secretary of the Company or if there be none of these, by the Director of the Company together with three copies of all documents which are required by the Companies Act to be annexed or attached to such Balance Sheet or Profit & Loss Account.

(b) If any Annual General Meeting of the Company before which a Balance Sheet is laid as aforesaid does not adopt the said Balance Sheet, a statement of the fact and of the reasons thereof shall be annexed to the Balance Sheet and to the copies thereof required to be filed with the Registrar of Companies.

AUDIT

Auditors:

135. Auditors shall be appointed and their rights, obligations and duties be regulated in accordance with the provisions of the Companies Act or any statutory modification thereof for the time being in force.

SERVICE OF NOTICE AND DOCUMENTS

Service of documents on members by company:

136. (a) A document or notice may be served by the Company on any member thereof either personally or by sending it by post to him to his registered address or if he has no registered address in India, to the address, if any within India supplied by him to the Company for the giving of notices to him;

(b) Where a document or notice is sent by post;

(i) Service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or the notice, provided that where a member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the company a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and.

(ii) such service shall be deemed to have been effected:

- in the case of notice of a meeting at the expiration of forty-eight hours after the letter containing the same is posted, and

- in any other case, at the time at which the letter would be delivered in the ordinary course of post;

(c) A document or notice advertised in a newspaper circulating in the neighborhoods of the Registered Office of the Company shall be deemed to be duly served on the day which the advertisement appears on every member of the Company who has no registered address in India and has not supplied to the Company an address within India for the giving of notices to him;

(d) A document or notice may be served by the Company on the joint-holders of a share by serving it on the joint holder named first in the register in respect of the share;

(e) A document or notice may be served by the Company on the person entitled to a share in consequence of the death or insolvency a member by sending it through the post in a prepaid letter addressed to them by the title of representatives of the deceased, or assignees of the insolvent, or by any like description, at the address, if any in India supplied for the purpose claiming to be so intended or until such an address has been so supplied; by serving the documents or notice in any manner in which it might have been served if the death or insolvency had not occurred.

(f) The notice may be printed, typed, lithographed, hand written or in any other visible form;

(g) The signature to any document or notice to be given by the Company may be written or printed.

WINDING UP

Distribution of assets on winding up

137. (a) If the Company be wound up the liquidator may with the sanction of a special resolution of the Company and such other sanction as may be required by law divide amongst the members in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of the same kind or not

Liquidator to set value upon property:

(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.

(c) The liquidator may, with the like sanction, vest the whole or any part of such assets upon such trusts for the benefit of the contributories as the liquidator, with the like sanction shall think fit but member shall be compelled to accept any share or other securities whereon there is any liability.

INDEMNITY

138. Subject to the law for the time being in force, every officer or agent for the time being of the Company shall be indemnified out of the asset of the Company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 633 of the Act in which relief is granted to him by the court.

139. Subject to the law for the time being in force no Director or other Office of the Company shall be liable for acts, receipts, neglects or defaults of any other Director or Officer or joining in any receipts or other acts for the sake of conformity or for any loss or expenses happening to the Company through the insufficiency of the title to any property acquired by order of the directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage for the bankruptcy, insolvency, or tortuous act of any persons with whom any moneys, securities or effects shall be deposited or for any loss, damage or misfortune whatever, which shall happen in the execution of the duties of his office or in relation thereto.

SECRECY

140. Every Director, Manager, Auditor, Trustee member of committee, Officer servant, agent, Accountant or other person employed in the business of the Company shall, if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of all company with customers and the taste of accounts with individuals and the matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Board or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

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

Name, Addresses Description and occupation of the subscriber	No. of Equity Shares taken by each Subscriber	Signature of the Subscriber	Signature of witness with Addresses and occupations
1	2	3	4
<p>Vijay Prakash S/o Nauranglal Singhanian 79, Canal Road, Ramdaspath, Nagpur – 440010</p> <p>Ramesh Pasari S/o Shri Niwas Pasari R. G. Barua Road Guwahati – 24</p>	<p>100 (One hundred) Equity Shares</p> <p>100 (One hundred) Equity Shares</p>	<p>Sd/- Vijay Prakash</p> <p>Sd/- Ramesh Pasari</p>	<p>All signatures witnessed by me. Sd/- (S. K. Beria) Chartered Accountant S/o Late R. N. Rai Beria M. C. Road Guwahati – 781 003</p>
TOTAL	200 (Two hundred) Equity Shares		

Guwahati dated this 25-3-88