



प्रारूप - 1

पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या: U70102UP2010PLC040335

2010 - 2011

मैं एतद्वारा सत्यापित करता हूँ कि मेरास

SJP GLOBAL LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के भाग 9 के अधीन आज किया जाता है और यह कम्पनी लिमिटेड है।

यह निगमन-पत्र आज दिनांक चौदस अप्रैल दो हजार दस को मेरे हस्ताक्षर से कानपुर में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U70102UP2010PLC040335

2010 - 2011

I hereby certify that SJP GLOBAL LIMITED is this day incorporated under Part IX of the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given under my hand at Kanpur this Twenty Third day of April Two Thousand Ten .



(SANJAY BOSE)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies
उत्तर प्रदेश एवं उत्तराखण्ड
Uttar Pradesh and Uttarakhand

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पताचार का पता :
Mailing Address as per record available in Registrar of Companies office:
SJP GLOBAL LIMITED
1, SHRI JAMUNA DHAM, GOVERDHAN ROAD,
MATHURA - 281004,
Uttar Pradesh, INDIA



व्यापार प्रारंभ करने का प्रमाण-पत्र
कम्पनी अधिनियम 1956 की धारा 149(3) के अनुसरण में

कॉर्पोरेट पहचान संख्या : U70102UP2010FLC040335/230

मैं यहाँ सत्यापित करता हूँ कि मेरा
SJP GLOBAL LIMITED.

शिवलाल निगमन, कम्पनी अधिनियम, 1956(1956 का 1) के अंतर्गत दिनांक चौदह अप्रैल दो हजार दस को किया गया था और जिसने निर्धारित प्रारंभ में घोषणा प्रस्तुत की है या विधिवत सत्यापित किया है कि उक्त कम्पनी ने, अधिनियम की धारा 149(2)-(क) से (ग) तक की शर्तों का अनुपालन कर लिया है और व्यापार करने के लिए इकादार है।

यह प्रमाण-पत्र आज दिनांक चौदह अप्रैल दो हजार दस को मेरे हस्ताक्षर से कानपुर में जारी किया जाता है।

Certificate for Commencement of Business
Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U70102UP2010FLC040335

I hereby certify that the SJP GLOBAL LIMITED which was incorporated under the Companies Act, 1956(No. 1 of 1956) on the Twenty Third day of April Two Thousand Ten, and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (e) of the said act, have been complied with and is entitled to commence business.

Given under my hand at Kanpur this Twenty Sixth day of April Two Thousand Ten.



Sanjay Bose
(SANJAY BOSE)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies
उत्तर प्रदेश एवं उत्तराखण्ड
Uttar Pradesh and Uttarakhand

कम्पनी रजिस्ट्रार के कार्यालय अधिकार में उपलब्ध पता का पता :
Mailing Address as per record available in Registrar of Companies office:

SJP GLOBAL LIMITED
111, SHRI JAMBUNA DHAM, GOVERDHAN ROAD,
MATHURA - 281004,
Uttar Pradesh, INDIA

UNDER THE COMPANIES ACT, 1956
MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
SJP GLOBAL LIMITED

(A Company Limited by Shares)

THIS DEED OF CO-PARTNERY made and entered this 1st Day of April, 2010 between and amongst:

1. **Shri Pradeep Kumar Agrawal, S/o Late Shri Jamuna Prasad Agrawal, R/o House No. 82, Jamuna Dham, Mathura - 281001 of the First Part;**
 2. **Shri Sudeep Kumar Agrawal, S/o Late Shri Jamuna Prasad Agrawal, R/o House No. 82, Jamuna Dham, Mathura - 281001 of the Second Part;**
 3. **SJP Real Estate Limited, R/o 111, Shri Jamuna Dham, Mathura - 281004 of the Third Part;**
 4. **Shri Ram Agrawal, S/o Shri Uma Shankar Agrawal, R/o 13, Jai Shri Colony, Shahganj, Darwaza, Mathura - 281001 of the Fourth Part;**
 5. **Shri Suresh Chand Kaushik, S/o Shri Mohan Lal Kaushik, R/o 12-B, Geeta Enclave, Krishna Nagar, Mathura - 281001 of the Fifth Part;**
 6. **Shri Mahendra Singh S/o Shri Bale Ram R/o Koyala Wali Basti Jhingurpura , Mathura of the Sixth Part;**
- And
7. **Shri Pratap Singh S/o Shri Mohar Singh, R/o. Motikunj Extension, Mathura of the Seventh Part.**

(Which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representatives and assigns of the respective parties.)

WHEREAS the parties hereto have been carrying on business in co-partnership under the name and style of "S J P GLOBAL" with its office at 111, Shri Jamuna Dham, Goverdhan Road, Mathura as evidenced by the Deed of Partnership made on 9th July, 2004, as modified by Supplementary Deed of Partnership dated 31st March, 2006, 1st April, 2006, 17th February, 2007, 31st March, 2007, 1st April 2007, 2nd April, 2007, 31st March, 2008, 31st March, 2009, 30th March, 2010, 31st March, 2010 and lastly as modified by Supplementary Deed of Partnership dated 1st April, 2010.

AND WHERE AS the said partnership has been duly registered under the Indian Partnership Act, 1932.

AND WHEREAS all the Parties hereto for the smooth working and better efficiency in management and improvement of the said business have agreed that the Members of the said Co-Partnership of Joint Stock Company (having its meaning as defined by Section 566 of the Companies Act, 1956) will abide by and be subject to the declaration and regulations contained in the Memorandum and the Articles following:

AND WHEREAS the said Co-Partnership or Joint Stock Company has for the Assets inter-alia the premises and business being carried on under the name and style of "S J P GLOBAL" with its office at 111, Shri Jamuna Dham, Goverdhan Road, Mathura and other properties mentioned in the Schedule hereto (which properties are hereinafter described as "the said Properties").

AND WHEREAS the shares of parties hereto in the said Co-partnership or Joint Stock Company (including the said Properties) are as follows :

| Sl. No. | Names | Extent of Shares in Capital (%) | No. of Shares | Total Value (Rs.) |
|---------|----------------------------|---------------------------------|-----------------|-------------------|
| 1. | Shri Pradeep Kumar Agrawal | 1 | 5,000 | 50,000 |
| 2. | Shri Sudeep Kumar Agrawal | 1 | 5,000 | 50,000 |
| 3. | SJP Real Estate Limited | 94 | 4,70,000 | 47,00,000 |
| 4. | Shri Ram Agrawal | 1 | 5,000 | 50,000 |
| 5. | Shri Suresh Chand Kaushik | 1 | 5,000 | 50,000 |
| 6. | Shri Mahendra Singh | 1 | 5,000 | 50,000 |
| 7. | Shri Pratap Singh | 1 | 5,000 | 50,000 |
| | TOTAL | 100 | 5,00,000 | 50,00,000 |

NOW THIS INDENTURE WITNESSETH that each of the parties abovenamed respectively, so far as it relates to the acts and deeds of himself, his legal representatives, heirs, executors and administrators successors in interest and assigns both hereby covenant with each other and also as a separate covenant with each other persons, if any, who shall or may become members of the said joint stock Company in the manner hereinafter mentioned shall whilst holding shares in Capital of the Company be and continue (until dissolved under the provisions in that behalf

hereinafter contained) to be a joint stock Company under the name and style hereinafter specified and that such Company and its members, shall be subject to the declarations and regulations contained in the Memorandum and the Articles of Association:

MEMORANDUM OF ASSOCIATION

- I. The name of the Company is '**SJP GLOBAL**' and after registration of the Company under Part-IX of the Companies Act, 1956 shall be '**SJP GLOBAL LIMITED**'.
- II. The Registered Office of the Company will be situated in the State of Uttar Pradesh.
- III. The Objects for which the Company is formed and registered are:-

A) THE MAIN OBJECTS :

1. To become vested with and to carry on and continue the running business and the undertaking with all its movable and immovable assets (including actionable claims) and all other assets, rights, benefits, titles, interests, approvals, registrations, permits, facilities, conversions, sanctions, privileges, licenses, debts belonging to or held by the parties hereto in connection with the business carried on by them in partnership under the name and style of '**SJP GLOBAL**' as aforesaid with effect from 1st day of April, 2010 and to undertake and discharge all the liabilities in respect of any debts or obligations incurred or any contract entered into by, with or on behalf of the aforesaid partnership and its business.
2. To carry on in India or elsewhere either alone or jointly with one or more person(s) the business of real estate, colonizers, Site Developers, Builders, Contractors, Promoters and Developers and to build townships, acquire, develop, construct, erect, alter, buy, sell any moveable or immovable property including land, real estate, multi-storied buildings, sheds, dwelling offices, shops, stores, public utility building, residential and commercial complexes, multiplexes, shopping malls rent, build, construct, equip, execute, carry out, improve, work, develop, administer, maintain, manage or control works and conveniences of all kinds and infrastructure including roads, ways, highways, tramways, dams, flyovers, bridges, aerodromes, docks, ports, jetties, piers, wharves, canals, reservoirs, drainage, aqueducts and to deal in all sorts of lands and buildings and to carry on all or any of the foregoing activities and to do all incidental acts and things necessary for the attainment of foregoing objects.
3. To carry on the business of constructional Engineers, Architects, Technical Service providers, Brokers, Agents, Interior Decorators, Consultants, Advisors, Supervisors, Administrators, Contractor, Sub-Contractor, Turnkey Contractor and Manager of all types of construction and developmental work of real estate, moveable and immovable properties.

B) OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

1. To purchase or otherwise acquire and undertake all or any part of the business property, goodwill and liabilities of any person; firm or company, carrying on or engaged in or about to carry on or engage in any business in India or elsewhere whether of a similar nature to the forgoing or otherwise, the acquisition of which may appear to the Company calculated to enhance the value of or render more profitable, any of the Company's property or the business or to acquire interest in, amalgamate with or enter into partnership or into any arrangement for sharing profits, union

- of interest, co-operation joint venture reciprocal concession or for limiting competition or mutual assistance or otherwise with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or for any property acquired, any cash shares, debentures or securities that may be agreed upon and to hold, retain or sell, mortgage and deal with any cash shares, debentures or securities so received and to lend money, to guarantee the contracts or otherwise assist any such person, firm or company in any way the Company may think fit.
2. To establish, construct, purchase, maintain and improve, manage, work, control, superintend, hold resell or take on lease mills, machinery, buildings and work and to purchase, take on lease or otherwise acquire land and other real or personal property and effect whatsoever, wheresoever situated or any rights or interest therein, also to construct or subscribe or lend money for or towards the construction, maintenance and equipment of workshops, warehouses, dwellings, offices, shops, stores, buildings and other works and conveniences and to contribute to subscribe or otherwise aid by taking part in any such obligation, and manage, use, sell, lease of the same or any interest therein as occasion may require; and to lay out land or building purposes and to build on, improve or otherwise develop the same in such manner as may seem expedient to the Company's interest.
 3. To buy or generate for the purpose of the business of the Company steam, heat, light, electricity, gas or other power to process all products resulting from or ancillary to such productions and making gas.
 4. To enter into technical assistance, trade mark licence, financial collaboration and to obtain other rights, benefits, technical know-how and expert advice for carrying out the business mentioned in the forgoing clause, and to pay such remuneration, royalties, fees as may be agreed upon and be permissible under the law and otherwise to re-compensate the party or the parties concerned for their time and for the service rendered by them.
 5. To provide technical know-how to any concern which is likely to assist in the activities of the Company or having similar objects or agree to render service in connection with the provision of such technical know-how or any concerned to receive royalty, commission, fees or any other payment for the same.
 6. To undertake financial and commercial obligations, transactions and operations of all kinds, that may seem to be capable of being conveniently carried on in conjunction with the above object or calculated directly or indirectly to enhance the value or render profitable any of the Company's property or rights or which is advisable to undertake with a view to improving, developing rendering valuable or turning to account any property, real or personal, belonging to the Company or in which the Company may be interested.
 7. To supervise or control the business or operations of the Company or undertaking and for the purpose to appoint and remunerate any Agents, Directors or Manager, Accountants or other person in accordance with the provisions of the Companies Act, 1956.
 8. To purchase, build, erect, develop, improve, take on lease or exchange, hire or otherwise acquire any movable or immovable properties, land, houses, offices, workshops, buildings and premises fixed or movable machines, tools, plant implements, patterns, stock in trade, patent, rights, convenient or necessary to be used in or about the aforesaid trade or business of the Company

or in right or privileges that the Company may think necessary or expedient for the purpose of the business on such premises as may be deemed proper and sell, improve, develop, exchange, lease, mortgage, dispose of turn to account or otherwise deal with all or any part of the properties or rights of the Company.

9. To form, incorporate or promote any company or companies having amongst its or their objects the acquisition of all or any of the assets of the Company or any other objects which in the opinion of the Company could or might directly or indirectly assist the Company in its business of the development of its properties otherwise prove advantageous to the Company and to pay all costs and expenses incurred in connection with any such promotion or incorporation and remunerate any person or company in any manner it shall think fit for services rendered the Company or any stock, shares, bonds, debentures, obligations or securities of any other company held or owned by the Company, in which the Company may have an interest or in or about the formation or promotion of the Company or the conduct of its business or in or about the promotion or formation of any other company in which the Company may have an interest.
10. To undertake business as importers, exporters, buyers, sellers or and as merchants and dealers in connection with main objects of the Company.
11. To buy, import, export, exchange deal in alter improve, manipulate, prepare for market and otherwise deal in all kinds of plant, machinery, equipment, apparatus; tools, utensils, receptacles, substance, material, articles and things necessary useful or convenient for carrying on any of the business of process of the Company usually dealt in by persons engaged in like the business or processes.
12. To manufacture, import deal in or prepare for market revise clean, restore, recondition, treat and otherwise manipulate and deal and turn to account by the process or means whatsoever all by products, refuse and waste and other products capable of being manufactured or produced out of or with the use of all or any raw materials, ingredients, substance or commodities used in the manufacture or deal in and to make such other use of the same as may be thought fit.
13. To buy, refine, manipulate, import, and deal in apparatus and things capable of being used in the business of the Company.
14. To import and purchase any machinery, materials, articles and stores and to do all things necessary and proper for developing the property and land belonging to the Company.
15. To repair, alter, remodel, clean, renovate, convert, manipulate and prepare for resale and resell any goods, from time to time belonging the Company.
16. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concern and undertaking and generally of any assets, property or rights.
17. To carry on any business or branch of a business which the Company is authorised to carry on by means or through the agency of any subsidiary company or companies and to enter into any arrangement with such subsidiary company for taking the profits and bearing the loses of any business or branch so carried out or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seems desirable with reference to

any business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business.

18. To appoint directors or managers of any subsidiary company or of any other company in which the Company is or may be interested.
19. To act as agents and brokers, for sellers, buyers, exporters, importers, manufacturers, merchants, tradesmen dealers in products dealt with by the Company.
20. To purchase, take on lease or in exchange, hire or otherwise acquire any immovable or movable property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business and in particular, any land, building, easement, machinery, plant and stock-in-trade and either to retain any property to be acquired for the purposes of the Company's business or to turn the same to account as may be expedient.
21. To let on lease or on hire purchase system or to sell or otherwise dispose of any property belonging to the Company and to finance the purchase of any article or articles, made by the Company, by way of loan or by the purchase of any such article or articles and the letting there of on the hire purchase system or otherwise howsoever.
22. To sell lease grant licences easements and other rights over, and in any other manner deal with or dispose of the undertaking property, assets, rights and effects of the company, or any part thereof for such consideration as the Company may think fit.
23. To enter into and to complete conveyances, dispositions, assignments transfer, leases, contracts of co-partnership, agreements, licences, and other contracts and writings of every description requisite for or incidental to or connected with any of the Company's objects or conducive to the attainment thereof.
24. To amalgamate with any other company whose objects are similar to those of the Company whether by sale or purchase or fully party paid up shares otherwise of the undertaking subject to the liabilities of the company or any such other company as aforesaid with or without winding up or by sale or purchase (for fully or partly paid up shares or otherwise) of all or controlling interest in shares or stock of the Company as aforesaid or in any other manner.
25. To enter into partnership, or into any arrangement for sharing profits or losses or for any union of interest, joint venture, reciprocal concession or co-operation with any person or persons, or company or companies carrying on or engaged in or about to carry on or engaged in any business or transaction which the Company is authorised of carry on or engaged in, or in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
26. To acquire, take up and hold shares, stocks, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company Corporation or Authority conducted for carrying on business in India or in any foreign country, and debentures, debenture-stocks, bonds, obligations and securities issued or guaranteed by any Government Sovereign, Ruler, Commissioners, Public body or Authority, Supreme, Municipal, Local or otherwise, whether in India or any Foreign country.

27. To acquire any such shares, stocks debentures, debentures-stock; bonds, obligations or securities by original subscription tender purchase; exchange or otherwise, and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all right and powers conferred by or incidental to the ownership thereof.
28. To establish or promote concern in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, right, liability of the Company or for any other company.
29. To enter into any arrangement with any Government or Authority Supreme, Municipal, Local or otherwise or any person or company that may seem conducive to the Company's object or any of them and to obtain from any such Government Authority, person or company rights, privileges, charters, contracts, licence and concessions which the Company may think fit desirable to obtain and to carry out, exercise and to comply therewith.
30. To apply for, promote and obtain any Act, charter, privilege, concession, licence, authorization, Government, State or Municipal, provisional order, licence or any Authority for enabling the Company to carry any of its objects into effects or for extending any of the power of the Company, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient and oppose any proceeding or application, which may seem calculated directly or indirectly to prejudice the Company's interest.
31. To apply for, purchase or otherwise acquire project and renew, in any part of the world any patents, patent right, brevetted invention any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention which may seem capable, of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights, or information as acquired and to expend money in experimenting upon testing or improving any such patents, invention or rights.
32. To establish provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshop for scientific and technical research and experiments and undertake to carry on with all scientific and technical research experiment and tests of all kinds and to promote studies and research, both scientific and technical Investigation and Inventions by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing of the remuneration of scientific or technical professors or teachers and providing for the award or scholarships, prizes and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind whether or not such activities are likely to assist any of the business which the Company is authorised to carry on.
33. Subject to the provisions of Section 293A of the Act to make donations to or receive donations from such persons or institutions and such cases and either of cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular to remunerate any person or Corporation introducing business to the Company and also to subscribe contribute or otherwise assist or guarantee money for charitable, scientific, religious or benevolent, national, public, cultural, educational or other institutions or objects or for exhibitions or for any public general or other objects and to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences for

- the benefit of the employees or ex-employees (including Directors) of the Company or its predecessors in business or persons having dealing with the Company or the dependent relatives or connections of such persons and in particular, friendly or other benefits societies and to grant persons allowances, gratuities and bonuses, either by way of annual payment or a lump sum and to make payments towards insurance and to form and contribute, provided benefit funds and other welfare funds or for such persons.
34. To refer or agree to refer any claim, demand, dispute or any other question by or against the Company or in which Company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the Company and third parties to arbitration in India or at any place outside India and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the award.
 35. To pay all costs, charges and expenses, incurred or sustained in or about the promotion and establishment of the Company or which the Company shall consider to be preliminary including therein the cost of advertising printing and stationery and expenses attendant upon the formation agencies.
 36. To pay for any rights, or property acquired by the Company and to remunerate any person or company for services rendered or to be rendered in or about the formation or promotion of the Company or the acquisition or property by the Company or the conduct of its business whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part otherwise.
 37. To adopt such means of making know the business of the Company as may seem expedient, and in particular, by advertising in the press, electronic or other advertising media, by circulars, by purchase and exhibitions of works or art or interest by publication of books and periodicals and by granting prizes, rewards and donations.
 38. To lend and advance money or to give credit to such persons or companies and on such terms as may deem expedient and in particular to customers and others having dealing with the company and to guarantee the performance of any contract or obligation and the payment of money of or by any such persons or companies and to give guarantee and indemnities.
 39. To invest any money of the Company not for the time being required for the general purpose of the Company. In such investments as may be thought proper and to hold, sell or otherwise deal with such investment.
 40. Subject to the provisions of Section 58A and 292 of the Companies Act, 1956 and the rules framed thereunder to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit including the right to convert the loan into shares and in particular by the issue of debentures, or debentures stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing by mortgagee, charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company or any person or as the case may be.
 41. To undertake and execute any trust (including the office of executor) the undertaking of which may seem to the Company desirable and either gratuitously or otherwise and vest any real or

- personal property, rights or interest acquired by or belonging to the Company in any person or company behalf of or the benefit of the Company.
42. To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, bills of lading warrants, debentures and other negotiable or transferable instruments or securities.
 43. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of turn to account or otherwise deal with all or any part of the property and rights of the Company for the time being.
 44. To get insured the whole or any part of the property of the Company either fully or partially to protect and indemnify the Company from liability or loss in any respect either fully or partially and also to get insured and to protect and indemnify any part or portion thereof, either on mutual principal or otherwise.
 45. To carry out in any part of the world all or any part of the Company's objects as principal agent factor, trustee, contractor or otherwise either alone or in conjunction with any other person firm, association, corporate body, municipality, state body, public or government or colony or dependency thereof.
 46. To exercise all or any of its corporate powers, rights and privilege and to conduct its business in all or any of its branches in the Union of India in any or all states, territories, possessions, colonies and dependencies thereof and in any or all Foreign countries and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient.
 47. To procure the Company to be registered or recognized in any part of the World.
 48. To lend money on mortgage of immovable property or on hypothecation or pledge of movable property or security and to invest money of the Company in such manner as may be thought fit and to sell transfer or deal with the same.
 49. To aid pecuniarily or otherwise any association, body or movement having for an object the solution settlement or surmounting of industrial or labour problems or troubles of the promotion of industry or trade.
 50. To dedicate, present, subscribe to or otherwise aid, out of the profits and assets of the Company, any benevolent, charitable, national or other institution or objects of a public character, or which have any moral or claims to support or aid by the Company by reasons of the locality or nature of its operations or otherwise.
 51. To accept donations from and make donations to any national memorial funds or any other funds constituted for a charitable or national purpose subject to the provision of the Companies Act, 1956.
 52. To transact and to be appointed and to act as agent of any company or concern and to do and perform all and singular the several duties, services and authorities appertaining to such office and to comply with and to become bound by all restrictions, limitations and conditions appertaining to such office or imposed by the terms of any agreement entered into for the purpose aforesaid.

53. To create any depreciation fund reserve fund, sinking funds, insurance funds or any special or other funds whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for redemption of debentures or redeemable preference shares or for any special dividends or any other purpose whatsoever and to transfer any such funds or part thereof or any of the other funds herein mentioned.
54. To dedicate, present or otherwise dispose of either voluntarily with or without consideration or for value any property of the Company deemed to be of national, public or local interest to any national trust, public body, museum Corporation or Authority or any trustees for on or behalf of any of the same or of the public.
55. To appropriate use or layout land belonging to the Company or streets, parks, pleasure grounds allotments and other conveniences and to present any such lands so laid out to the public or to any person or company conditionally or to establish and maintain agencies branch places and local registers to procure registration or recognition of the Company and to carry on business in any part of the world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as are possessed by local companies or partnership or as may be thought desirable.
56. To contribute subscribe or guarantee money for any national charitable benevolent, rural development public general or useful objects or for any exhibition except that the Company shall not contribute or guarantee any moneys to any political parties or for any political purposes except and to the extent permitted by law.
57. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of the national economy and for discharging what the Company may consider to be social, economic and moral responsibilities of the Company to the public or any section of the public as also activity which the Company consider likely to promote any national welfare or social, economic or moral upliftment of the public or any section of the public and such manner and by such means as the Company may think fit and the Company may at its discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair consideration value as the Company may think fit and divert the ownership of any property of the Company to or in favour of any public or local body or Authority or Central or State Government of any public Institution or Funds of any other agency devoted to the work of rural development as approved by the Central Government or State Government or any other appropriate Authority or otherwise.
58. Without prejudice to the generality of the foregoing to undertake carry out promote and sponsor any activity for the publication of any book, literature, newspaper, or for organizing lectures, conference or seminars, workshops training programmers, likely to advance the aforesaid objects or for giving merit awards, scholarships loans or any other assistance to institutes, deserving students or other scholars or consultants or persons to enable them to pursue their studies or academic pursuits and for establishing or assisting any institution fund, trust having any one of the aforesaid objects as one of its object.

(C) OTHER OBJECTS OF THE COMPANY NOT INCLUDED IN (A) AND (B) ABOVE

1. To carry on investment business and to purchase, acquire hold and dispose of or otherwise invest in shares, debentures, stock bonds, obligations and securities issued or guaranteed by

and company consisted or carrying on business in India or elsewhere and debenture stocks, bonds obligation and securities issued or guaranteed by any Government state, dominion, sovereign ruler commissioner public body or Authority supreme, municipal, local or otherwise in India or elsewhere and to deal in and/or invest in real estates or properties either out of its own funds or that the Company might borrow and to vary otherwise whether dispose or exchange transfer or alienate any of the investments, real estates and properties of the Company.

2. To act as investors, guarantors, underwriters and financiers with the objects or financing industrial enterprises, to lend or deal with the money either with or without interest or security including in current or deposit account with any bank or bankers, other person or persons upon such terms, conditions and manner as may from time to time be determined and to receive money on deposit or loan upon such terms, conditions as the Company may approve, provided that the Company shall not do any banking business as defined under the Banking Regulations Act, 1949.
3. To carry on and undertake the business of leasing, including import leasing and to give on lease or on leave and licence basis, or in any other manner all types of equipments, property and assets including all kinds of goods, articles or things including vehicle, ships trawlers vessels, aircrafts aeroplanes, flying machine, office equipments, domestic appliances, consumer durables, computers, satellites and any other capital equipment whether movable or immovable.
4. To carry on the business of merchant banking in all its aspects, to act as managers to issue and offers, whether by way of public offer or otherwise of shares, stocks, debenture bonds, units participation certificates, deposit certificates, notes bills, warrants or any other instruments whether or not transferable or negotiable commercial or other paper or scripts (hereinafter collectively referred to as the securities) to act as agents of and/or dealers in the securities in the course of merchant banking, business to act at discount house for any of the securities to act financial consultants, joint managers, lead managers, co-managers, advisers and counsellors in investment and capital markets to underwrite or to provide standby or procurement arrangement to issue guaranteed or to give any other commitments for subscribing or agreeing to subscribe or procure or agree to procure subscription for the securities to manage portfolio Investments to provide financial and investment assistance for the purposes herein, to act as issue house, registrars to issue transfer agents for the securities, to manage and administer computer centres and clearing houses for the securities, to form syndicates or consortium of managers, agents and purchasers for or any of the securities, bullions and precious metals, to syndicate any financial arrangements whether in the domestic market or in the international market and whether by way of loans or guarantees or export and yard credits to undertake the work of factoring of bill and other commercial paper forfeiting and to arrange and/or co-ordinate documentation and negotiations in this regard.
5. To give advice and/or offer, give, take circulate/or otherwise accept or implement any takeover bids, mergers, acquisitions, diversification, rehabilitation or restructuring of any business, concern, undertaking, company, body corporate, partnership firm or any association of persons whether incorporated or not by acquisition of shares or assets and liabilities, and whether as going concern or as a part of the concern or otherwise as may be required having regard to business exigencies and to promote or procure incorporation formation or setting up of concerns and undertakings whether as company; body corporate, partnership on any other association of person for engaging in any industrial, commercial or business activities whether in India or abroad.

6. To set up incorporate and manage provide and/or participate in providing venture capital technology funds, underwriting funds or any other funds for seed capital, risk capital, foundation venture capital including giving guarantees or such other financial assistance as may be conducive for development of new enterprises, innovative methods of production and development of existing and new technology to identify projects, project ideas to prepare project profiles, project reports, market research, feasibility studies and reports, pre-investment studies and investigation of industries on micro and macro level to undertake appropriate service to identify scope or potential for economic and industrial development in any particular geographical areas or location whether in India or abroad, to act as lead managers in respect of project assignments by undertaking follow up supervision and co-ordination work at the instance, behest or on behalf of banks, financial institution, companies bodies corporate or individuals and to monitor the same for the participants, to act as an adviser in the management of undertaking business enterprises, offices, trade and render all assistance as may be necessary including by acting as agents for recruitment of personnel, technical, skilled, unskilled, supervisory, managerial or otherwise and to act as an adviser in the selection of technical process, economic size, sources of plant and machinery and other utilities for business entrepreneurs.
7. To act as administrators or managers of any investment trusts or funds including any income or capital funds, taxable or tax exempt funds, superannuation funds, charitable funds, mutual funds and unit trusts or consortium to act as trustees for bond holders, debenture holders and when purposes herein mentioned.
8. To act as consultants in management organisational tax, finance and other matters to companies, firms and individuals or association of persons.
9. To operate as authorised dealers in foreign currencies and money markets whether in India or abroad.
10. Subject to the provisions of the Act, to receive deposits on interest otherwise and to lend money and negotiable with or without security with such companies, firms or persons and on such conditions as may seem expedient and to guarantee the performance of contracts by any person, company or firm provided that the company shall not carry on the business of banking as defined in the Banking Regulation Act, 1949.
11. To carry on in India or elsewhere the Business of Brokers, Dealers, Agents, Surveyors, Custodians, Representatives, Franchisers, Consultants, Advisors, Marketeers of Insurance, Bank, Mutual Funds and allied insurance and financial products, Schemes and Services and to promote, manage, organize, develop and market the same directly by telemarketing, networking or any other innovative mode, techniques or systems and to do all acts and things necessary for the attainment of above objects.
12. To carry on the business of general engineers, manufacturers, dealers, importers, exporters, contractors and repairers of heavy machinery of all kinds and component part thereof as well as complete factories and plants for the sugar, paper, ice making, flour, steel rolling, rubber processing, textiles, power plants.
13. To purchase, manufacture, produce, refine, prepare, import, sell, and generally to deal in sugar, sugarcane, sugar beat, gur, jageery, molasses, syrup and malada and alcohol and all products or by-products thereof and food products generally and in connection therewith to acquire, erect,

- construct, establish, operate and maintain, sugar or other refineries, buildings, mills, factories, distilleries, and other works.
14. To manufacture, produce, refine, process, formulate, mix, prepare all kind of agricultural chemicals, fertilizers, manures, their mixtures and formulations and any and all classes and kinds of chemicals-course materials, ingredients, mixtures, derivatives and compounds thereof and any and all kinds of products of which any of the foregoing constitutes and vinegar, liquor or in the production of which any of the foregoing is used, including but not limited to fertilizers and agricultural and industrial chemicals and all kinds of industrial and another preparations or products arising from or required in the manufacture, refining, etc., of any kinds of fertilizers, manure there mixtures and formulations.
 15. To carry on the business of chemists, druggists, dry salters oil and colourmen importers and manufacturers of and dealers in different classes of pharmaceuticals, medicinal, chemical, industrial and other preparations and articles, patent medicines, mineral water, cordials, restoratives, foods, drugs, tinctures, pigments, varnishes, drugs, dye ware paints and colour grinders, makers of and dealers in property and sanitary articles, hair oils, scents, snows, perfumes and other preparations of all kinds according to the methods and systems of Allopathic, Homeopathy, Unani, Ayurveda and Biochemistry as a firm of chemist and druggist and also for makes and deals in electrical, chemical, photographic and surgical and scientific apparatus materials and to buy, sell and manufacture refine manipulate, import, export and deal in all substance, apparatus and things capable of being used in any such business as aforesaid or required by any customers of or persons having dealing with the Company, either by wholesale or retail and to carry on other business or business which it may be possibly be desirable to carry on in conjunction with or in lieu of independent of any business of the Company.
 16. To carry on the business of manufacturers of and dealers in anatomical orthopedics and surgical appliances, provisions and requisites of all kind of surgical, apothecaries, medical practitioners, hospitals and invalids.
 17. To carry on the business of buying, selling, dealing, exporting, importing, brokering, curing, canning, smoking, producing, drying, procession, packing, bottling, freezing, storing, fishing including deep sea fishing of all species of marine products and to setup, establish, lease, take or let on hire, build, own charter shrimp farms, fish farms, shrimp hatcheries, fish feed plants freezing plants, ice plants, cold and frozen storage plants, packing plants, processing machines, drying plants, other connected equipments, vehicles, sea going vessels, trawlers and to deal with any and all articles or things manufactured produced, derived in whole or in part from marine products.
 18. To manufacture all types of steel pig iron billets, slabs, sheets, strips, scalp cable, armoring strips and taps round bars, plates, sections and shapes brass copper, aluminum and other non-ferrous metals to distill, refine or produce zinc, zinc ash, zinc oxide, zinc chloride etc.
 19. To fabricate, process, manufacture, export, import, buy, sell and deal in finished leather and leather goods of all descriptions and varieties including but not limited to footwears, shoes, uppers, chappals, sandals, garments, gloves, belts, wallets, purses, travel bags, toys, saddler baronesses, furnishing watch straps stitched or remarked other industrial and domestic leather goods either as principals or as agents solely or jointly with others both in India and outside India.

20. To carry on the business of tanners, finishers, dressers, carriers in all its branches as manufacturers, dealers, importers, exporters, agents, brokers, packers, carriers in raw skins and hides, semi-finished leathers, finished leathers and leather of all description and varieties.
21. To carry on business as merchants, manufacturers, producers and refiners of dyes and dyestuffs, pigments and other colouring materials, chemicals and chemical compounds of all kinds, intermediates adhesives, binders and glues synthetic and natural resins and their products, paints, varnishes, lacquers coating compositions and paint raw materials, printing and writing inks and artist's materials, petrochemicals and petroleum products, auxiliaries, aromatic chemical, fine chemicals and pharmaceutical rubber products, soaps and detergents washing and cleaning compounds packages, oils, oil-seeds and other agricultural and horticulture products, electroplating chemical and other articles, products or other thing of any description whether analogous to the foregoing or not.
22. To carry on business as manufacturers, importers, exporters, dealers, distributors, commission agents, wholesale and retail dealers in ERW tubes (induction welded steel tubes) iron and steel, metal (ferrous and non-ferrous) steel alloys, scrap, pipes, wire drawing of any metal.
23. To manufacture, export, buy, sell, repair and/or service or otherwise deal in pistons, piston rings, piston pins, cylinder sleeves, circlips, connecting rods, gaskets and other automotive parts, shock absorbers both railway and automotive types, railway brakes, railway couplers, railway track equipments of various types, railway buffer springs, brake block of all types, diesel, petrol multi-fuel, internal combustion engines, all types of motor cycles, scooters, scooterettes and auto cycles, trucks, motor vehicles, tractors, trailers of all type, internal transport, equipment of all types of agricultural implements and farm equipments of all kinds, earth moving and construction equipment, steel structures, cranes, pumps of all types, X-ray apparatus and electro medical equipment including x-ray tubes., fluorescent and intensifying screens, tubular heating elements, electrical appliances and other allied equipment for power generation, diesel steam gas and hydel engineering equipment, electrical or mechanical of all kinds gear and transmission equipment for transport or other vehicles and razor blades and all things used in or in connection with the above mentioned things and all machinery, implements, spare parts, appliances apparatuses, lubricants and all other things capable or being used therewith or in manufacture maintenance and working thereof.
24. To carry on business of manufacturers, producers, processors, exporters, importers, wholesalers, retailers of and dealers in, all kinds of carpets, including handmade and machine made, tufted, axminster, wilt on, Brussels, charille, tapestry, ingrain, velvet named carpets, under lays, festoons and goblin, linoleum portiere cords, druggists, durries, rugs, mat tings, floor clothes, floor coverings, bath mats, bath robes, towels and furnishing fabrics and materials made wholly or partly of any one or more of the following materials, namely wool, hair, silk, jute, flax, yarn, spun, staples, coir, sisal, cotton, natural and other synthetics or man-made fibers and to carry on the business of processing, cleaning, securing, bleaching, dyeing, disinfecting, renovating and lying of yarn, woollen, cotton, carpets, underlays, articles of the floor covering, furnishing fabrics and materials of all kinds.
25. To carry on business as manufacturers, importers, exporters, processors, and dealers in all kinds of synthetics and chemical foam for use as cushions, mattresses, upholster and other allied purposes and to, all kinds of rubber, natural or synthetic latex, compounds, adhesives, polymers, filters, derivatives, intermediates, by-products and all allied items.

26. To carry on business of manufacturers, producers, processors, bleachers, dyers, ginners, spinners, weavers, knitters, doublers, merchants, mercerisers, raisers, embossers, printers, importers, exporters, buyers, sellers of and dealers in and brokers, agents, stockists, distributors and suppliers of all kinds of yarn and fibres, whether, synthetics, artificial or natural, cotton, nylon, polyester (viscose and their combinations), acrylics, rayon, silk, artificial silk, linen, terche, terylene, wool, jute, flex, hemp, staple and any other fibres or fibrous materials, fabrics and textiles, threads, tapes, ropes, cords, twines and other products as are prepared or manufactured from nylon, polyester, acrylics, rayon, silk, artificial silk, linen, wool, jute, flex, hemp, staple and any other synthetics, artificial and natural fibres including fibre glass made garments, allied products, by-products and substitutes or all or any of them and to treat and utilise any wastes arising from and such manufacture, production or process.
27. To carry on business of machine combers and re-combers of all types of fibres and materials, whether artificial or synthetic, to sort, blend, wrap prepare woolly, scour, card, scribble, comb, dye, bleach carbonize, spin twist, double, wind, wrap, weave mend finish make up buy, back sell import, export and deal in fibres whether natural, artificial or synthetic tops yarn, wove fabrics and textile: fabrics and materials of kinds and to carry on all or any trades or business of combers, recombers, top makers, spinners, weavers, doubles manufacturers, printers, dyers and finishers, bleachers, carbonizers water-prooferers of textile materials and fabrics of all kinds and mill owners generally, merchants, agents, importers, exporters, factors, agents, sellers of and dealers in wool, worsted silk, hair, alpaca, mohair, cotton flax, jute, hemp artificial and synthetic fibres and all or any fibrous substance tops, soils, wasters paps and by- products manufactured or un-manufactured.
28. To carry on business of manufacturing, marketing, exporting, process development research prospect, consultancy and dealing in types of synthetic detergent and organic surface active agents including all types of sulfonate detergent powders, detergent cakes, liquid detergents, paste detergents, industrial detergents, shampoos, shaving cream and allied products, all types of soaps, shaving soaps, oil based soaps and all type of toiletry preparation cosmetics, tooth powder, tooth-brush, mouth wash, antiseptic creams, antiseptic lotions, all types of edible and non-edible grade oil milling or solvent extraction and all the organic chemicals and inorganic builders used formulation of synthetic detergent and organic surface active agent and all types of and kinds of materials; chemicals formulations intermediates and products which can be used to manufacture and produce all the articles, products and things mentioned therein above.
29. To carry on business as manufacturers of and dealers in foods for infants and invalids, dietic foods, cereals and foodstuffs of all description for human and animal use; tonics, beverages and other restoratives or food suitable or deemed to be suitable for invalids and convalescents and/ or for the general public.
30. To carry on business of manufacturers and dealers in chemical products of any nature and kind whatsoever as wholesale, retail, chemists and druggists, exporters and manufacturers of and dealers in heavy chemicals alkalis, acids, drugs, essences, perfumeries, aromatics, pharmaceutical, photographic, sizing medicinal, chemical, fertilizers, pesticides industrial and other preparations and articles, or any nature and kind whatsoever mineral and other wastes, oils, paints, pigments and varnishes, compounds, drugs, dyestuff, organic or mineral intermediates, paints and colour grinders makers of and dealers in proprietary articles of all kinds.

31. To carry on all or any of the business of manufacturing chemists, wholesale and retail druggists, importers, exporters and manufacturers, makers, refiners, processors, or formulators and traders and dealers in pharmaceutical, medicinal, chemical, biological, immunological, contraceptive and therapeutic preparations, substances, materials and articles of all kinds and classes whether simple compounds or otherwise and whether proprietary or otherwise and materials, dressings, apparatus and contrivances of every description and for any purpose including in particular but without limiting the generality of the foregoing, scientific medical, dental, veterinary, agricultural, horticultural, fishery and forestry purposes, surgical and scientific instrument and appliances.
32. To carry on business and profession of dispensation of medical advice, assistance and relief in all its departments inter alia including general and specialised surgery, medicine, orthopaedics, pediatrics, gynaecology, ENT, ophthalmology, thoracic, nephrology, neurology, neo-natology and any other branch of medical science and to provide facilities for diagnosis treatment, confinement for convalescence with or without profit to persons who are sick, ill, injured, disabled, or otherwise in need of the same and for that purpose acquire, establish, maintain and run hospital, or hospitals, Nursing homes, Dispensaries, clinics or any other centre for medical, diagnosis relief, treatment, confinement, convalescence or facility by whatever name called.
33. To act as cinema theatre owners, purchase, hire, acquire lease or sell the cinema theatres and to carry on the business of cinematographic film producers, exhibitors and distributors of the artistic performances, circus, plays, open air theatres, dances, musical and other entertainment of all kinds, games and sports both indoors and outdoors and dramatic and other performances of all kinds whatsoever.
34. To carry on business of manufacturers and sellers of and dealers in and agents for all kinds of radio apparatus, all kinds of electric lamps including gas filled lamps, carbon lamps and arc lamps, electric discharge tubes and other articles, instruments and things required for or capable of being used for or in connection with the generation, transformation, propagation, radiation, distribution, supply, accumulation and employment or application of electricity for a radiating wires for wireless signaling, lighting, heating, motive power X-ray medical and other purposes whatsoever and construct, maintain carry-out, work, buy, let on hire and deal in works, plant, machinery, conveniences and things of all kinds capable of being used on connection with such purpose of any kind including cables, wires, lines, stations exchanges, accumulators, dynamo motors, batteries, switching, regulating, controlling, signaling and medical apparatus, lamps, meters and engines.
35. To carry on business of manufacturers of and dealers in all kinds or class of paper, board and pulp including writing paper, printing paper, absorbent paper, newsprint paper, wrapping paper, tissue paper, cover paper, blotting paper, filter paper, antique paper, coated paper, art paper, bank and bond paper, badami paper and buff paper, bible paper, cartridge paper, cloth lined paper, azure laid and woven paper, cream laid and woven paper, grease proof paper, gummed paper, hand made paper, craft paper, manila paper, envelop paper, tracing paper, water proof paper, sensitized paper, chemically treated paper, paste board duplex and triple board, hard board, plywood paper, postcards, visiting cards, soda pulp, mechanical pulp, sulphate pulp, semi-chemical pulp and also deal in or manufacture of any other articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.
36. To engage in and carry on the business of importers, exporters, producers, manufacturers of and dealers in beverages of all kinds and description and for that purpose to set up, install, purchase,

- import or otherwise acquire distilleries, plant and machinery and related equipment and to buy, sell, manufacture, import and deal in all types of stoppers of bottles, corks including inplate crown corks, crates and containers, whether of glass or any other material, and to run and maintain all such machinery and equipment.
37. To cultivate tea, coffee, cinchona, rubber and other products and to carry on the business of tea planters in all its branches, to carry on and work the business of cultivators, winners, and buyers of every kind of vegetables, mineral or other produce of the soil to prepare manufacture and render marketable any such produce either in its prepared manufactured and / or raw state and either by wholesale or retail.
 38. To carry on business manufacturers and sellers of and agents for all kinds of luminous electrical signs, devices ornamental and decorative work, electrical, mechanical and other advertising signs, material for electrical and other illumination work, electrical transformer and other electrical material of any and every description, to contract for the lighting of any public and private place or property by electrical or other sources and to establish and maintain centres from which light, heat or power may be distributed in any way or supplied or used for any purposes and to contract for the performance or any service or the execution of any work which can be effected by electricity magnetism or any mechanical and scientific process.
 39. To acquire, fabricate, deal in, construct, build and equip factories for manufacture of mica, mica paper, micanite, flexible micanites and mica paper, products and by-products plant in any part or parts of India or elsewhere and to carry on business as the proprietors of such plants.
 40. To acquire on lease, exchange or otherwise and carry on the business of manufacturers, suppliers, importers, exporters and dealers in refractory goods, fire bricks, fire cements and acid proof bricks, inclination bricks, ceramic coating and other ceramic products including glassware and potteries and all types of minerals and chemicals.
 41. To carry on business of manufacturers, exporters, importers, sellers, buyers and/or dealers in rubber, synthetic rubber, vulcanizing materials, rubber tubes, tyres, films, moulded goods, foam rubber, hygienic goods made of rubber and latex, other rubber products, transmission belts and conveyers rubber, bottles and closures and rubber lined vessel, toys and other allied goods, leather floor cloth, dress preserves, dress lining umbrellas, water proof goods and all kinds of articles made therefrom.
 42. To acquire on lease, exchange or otherwise and carry on business as proprietors and publishers of newspapers, journals, magazines, reviews, books and other literary works and act as advertising agents, book sellers and printers.
 43. To design, manufacture, assemble, process, import, export, buy, sell and otherwise deal in all types and descriptions of full cells, primary and secondary cell and batteries including wet and dry, hybrid stationery and traction, portable, high performance, high temperature with inorganic and/or organic dielectrolytes, dioxide/zinc, voltaic, alkaline manganese, mercury oxide-zinc (rubem-millor or kallum) and nickel iron.
 44. To carry on India or abroad business of the manufacturer of chemicals and other substances, equipments, appliances, devices, components required in connection with the manufactures, generation, sale and distribution of energy and energy appliances, whether used for hydro

- energy, oil energy, electric energy, nuclear energy, natural gas, thermal energy or any other energy whatsoever.
45. To establish, purchase or otherwise acquire, run, conduct and operate cold storages, warehouses, dry storage warehouses, bonded warehouses for the preservation, storage and treatment of merchandise, food products and farm products.
 46. To carry on trade or business of colliery proprietors, coal dealers, coke manufacturers, miners, smelters, engineers, lime burners and manufacturers, and cement manufacturers in all their respective branches.
 47. To carry on all or any of the business of the manufacturers, dealers, exporters, importers of gases, welding equipments and all components and materials, stores and substances, articles of a character similar or analogous to the forgoing or any of them or connected therewith.
 48. To carry on the business as manufacturers, dealers, hirers, distributors, exporters of Oxygen, acetylene, cooking gas and other gases, Cylinder, containers, holders and other equipments required for oxygen, acetylene, cooking gas and other gases.
 49. To carry on in India or abroad business of the manufacturer of and dealers in briquettes by any process developed in India or abroad from wastes including the bagasse, wheat straw, rice husk, saw dust, oil cake, coal dust, forest, animal or plant wasters including the bagasse, wheat straw, rice husk, saw dust, oil cake, coal dust, forest animal or plant waste or any other item capable of being used for the purpose.
 50. To carry on in India or abroad business of the manufacture of chemicals and other substances, equipments, appliances, devices, components required in connection with the manufactures, generation, sale and distribution of energy, of energy appliances whether used for solar energy, wind energy, fire energy, bio-mass energy, coal energy, from waste products of any kind whatsoever.
 51. To carry on the business of hotels, restaurants, cafeteria, beer houses, motel holiday camp, caravan site, apartment house-keepers, caterers for public amusements generally coach, cap carriage and motor car, properties livery, stab and garage keepers, job masters, farmers, dairymen, ice merchants, hair dressers, perfumers, chemists, agents for railway and shipping companies and carriers, theatrical and opera-a-box office proprietors and general agents and any other business which can be conveniently carried on in connection therewith.
 52. To buy, sell (both to persons residing on the Company's premises and to non-resident) import, produce, manufacture or otherwise deal in food products, live and dead stock, colonial and Foreign produce of all description, meat, groceries, fruits, confectionery, wine, spirit, beer and alcoholic beverages, tobacco, cigar, druggists, suppliers, aerated, mineral and artificial water and other beverage linen, furnishing and other articles required in said business.
 53. To carry on business of Insurance Brokers and Agents in respect of all classes of Insurance including Marine, Fire, Accident, Burglary, Workmen's compensation, Indemnity and mortgage.
 54. To carry on business of goldsmiths, silversmiths, jewellers, merchants, electroplaters, importers and of bullion and buy, sell and deal (wholesale and retail) in bullion, precious stones, jewellery, watches, clock, gold or silver utensils and articles.

55. To carry on business as manufacturers and dealers of radios, television sets, teleprinters, telecommunication and electric equipments, telephone equipments, radars, computer, business machines and their components including valves, transformers, resistors, condensers and coils.
56. To carry on business as manufacturers, dealers, stockists, importers and exporters of wearable and un-wearable fabrics, high density polyethylene and woven sacks, tarpaulin of various qualities and types.
57. To carry on business of timber and lumber merchants, and lumber yard and sawmill proprietors and to buy, prepare for market, import, export and deal in timber and wood of all kinds and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used to carry on the business of logging and lumbering, purchasing, acquiring and leasing timber, berth, and as general merchants.
58. To carry on business as manufacturers of and dealers in all kinds of cosmetics, perfumes and essences, dentrifices, lotions, extracts, greases, salves, ointments, pomades, powders, pungents toilet requisites and preparations, cleansing, compounds, starch, soda, water softeners and all kinds of laundry and washing material, detergent, glycerine, soaps, flavorings of all products and supplies in any manner.
59. To manufacture drug, intermediates bulk drug and fermentation enzymes products, medical alcohol, fructose, acids and starches, silyalting agents and plasma pheris, buy, sell, import and export and deal in drugs, drug intermediates, medicines and pharmaceuticals, heavy and fine chemicals for drugs, oilman stores, hospital requisites, sera proprietary medicines, vaccines, biological, contraceptives, medical grease, medicated surgical dressings, diagnostic agents, clinical diagnostic equipments, industrial and technical drugs, chemicals, oil and tinctures, extracts of aromatic chemicals and synthetic herbal and natural perfumes.
60. To carry on business of transport and forwarding agents, warehousemen and common carriers of passengers, mail and goods on land, water and air by any conveyances whatsoever.
61. To act as agents for manufacturers, merchants and other whether Indian or Foreign and to carry on business as traders, merchants, importers and exporters of textile goods (including garments), leather and leather goods, chemicals, pharmaceuticals, handicrafts, including brass artware and hardware, rubber goods, plastic goods, gems and jewellery and general merchandise including wholesale and retail business in Foreign goods.
62. To manufacture, assemble, market, fabricate, lease, supply, distribute, buy, sell, import, export, design, manipulate, exchange, alter, improve, prepare, install, maintain, repair or otherwise deal in any or all type, types of electronic, micro computers, computer peripherals, MICRO processor based equipment, Floppy diskettes, Winchester hard disc drives, Terminals, Monitors, Daisy wheel printers, Black and White and Colour Televisions, Photocopy and photographic equipments, tele-printers, private automatic branch exchanges, video recorders, video games, electronic cash registers and cheque writing machines, intercom equipment, electronic sounds and amplifiers systems, projection electronic equipment, T.V. signal boosters, electronic X-Ray and other remedial equipment, Radio telephones, electronic navigational aids, electronic laboratory equipment, video projection equipment and screen of all kinds.

63. To carry on Business of manufacturing, importing, marketing, distribution and supply of and dealers in ready-made exporting garments, sportswear, wearing apparels, knitwear, purses, belts, walléts made from cotton silk, synthetic, woolen, leather, jute, lac or combination of these fashion and costume jewellery and watches.
64. To establish and run educational complex, for building up a strong young generation with a sound body, well trained minds with habits and accomplishment that are conducive to a fuller purposeful and nobler life to blossom into an integrated personality for catering to the educational needs of those who would like to have their children brought up in a modern public school, modified to become a curriculum the ancient traditional Indian educational style, emphasizing that all round development of personality and character through life and with close contact between the teacher and the taught and wide range of activities that are necessary for self fulfilment for providing training in leadership through professional system and other allied positions of responsibilities and allowing full scope for the development of their personality, so as to facilitate specialisation, through suitable creative work for inducing and ethical, spiritual, moral and cultural attitude, combining national unity and welfare by English public schools, colleges, post graduate institutions, research centres in art, science, commerce, engineering, agriculture, Indian traditional art, physical training and all other educational fields suitable to Indian condition and culture.
65. To establish, build, erect, manage and run oils, solvent mills, oil hydro generating and oxy-generating plants, oil splitting plants and to grow, raise, produce, buy, import, export, sell, trade and deal in tree shrubs, plants, sprout, vines, seed roots, fruits and herbs of all kinds as may be useful or conducive to the carrying on the business of the Company.
66. To acquire, utilise, grow, plant, cultivate, produce and to exploit any estates or lands or other facilities for floricultural, agricultural, horticultural, plantation, aquaculture, dairy sericultural and farming purposes and agro industrial projects and to carry on business as producers, planters, processors, growers, breeders, cultivators, traders, buyers and sellers, importers, agents, consultants, dealers; for any ordinary or specialised floricultural agricultural, horticultural, sericultural, aquacultural, dairy and agro industrial product and commodities including flowers, fruits, vegetables, foodgrains, pulses, seeds, cash crops, cereal products, sea foods, flora, milk and milk products.
67. To carry on business of farming including as fruit farmers, dairymen, livestock, breeders, poultry farmers, timber growers, horticulturists, seed merchants, processors of agricultural produce and generally to manage, improve, farm, cultivate, acquire, lease, undertake, exchange, purchase, sell or otherwise deal with or dispose of agricultural land and generally to carry on the business of advisers on problems relating to the administration, organisation and training of personnel thereof, system or processes relating to the production, storage, distribution, marketing and sale thereof and/or relating to the rendering of services in connection therewith.
68. To manufacture, refine, process, buy, store, export or import fruits, butter milk and all kinds of food products whether vegetable or animal.
69. To carry on or have carried on in India or elsewhere the business of the manufacture, assemble, development, import, export, purchase, sale or otherwise deal in (including retail or as commission agent, broker and others) electronic optical, and mechanical hardware including computers, electronic and other devices, computer and microprocessor, software equipment, stationery and forms and other material required in connection therewith and render all kinds of service (including consultancy, training and teaching of personnel), advisory, management or otherwise in connection with the same.

70. To carry on business in India and elsewhere as designers, manufacturers, assemblers, building sellers, buyers, exporters, importers, agents, hirers and dealers of printed circuits including circuit and printing boards of all types glass epoxy and paper and phenolic copper circuit luminates, hybrid circuits, micro circuits, integrated circuits, discrete solid state devices like diodes, transistors, rectifiers, stacks rectifier bridges, SCIZ's diacs triacs LED's connectors, contractors switches relays sub-assemblies modules, circuit, blocks, valves, electron tubes, cathode rays, tubes, TV picture tubes, transformers, armatures motors, micrometers, resistors, capacitors, varistors, thermistors, chips, discs, plates, magnetic tapes, regulators, cores, CRT deflection coils, liquid crystals, liquid crystal display systems, loudspeakers, magnetic heads tuners, electronic alloys and compound made from zinc, chromium, nickel, tin, lead, copper, gold, platinum, silver and other materials in the form of strips, plates, sheets and all types of active, passive, professional and consumer electronic raw materials including chemical, spares, consumables and components, digital and analog data processing devices and systems, electronic computers, mini and micro computers, micro processor based devices and system, electronic data processing equipment, central processing units memories, peripherals of all kinds, data communication equipment control system, remote control system, process control equipment of all kinds, copiers, image processing and transmitting and receiving equipments, word and test processors, reproduction and duplicating equipments, office and factory automation, electronic and electric typewriters, office, factory work station controller and interfaces, models, data loggers, data acquisition system, data base processors, dictaphones, voice input and recognition devices, processing, transmitting, receiving and recording devices, voice synthesis and reproduction devices, robots, electronic controls all kinds of machine tools and other plant and machinery computerised typesetting and reproduction equipments software of all kinds including machine-oriented and problem oriented software, data entry devices, data collecting systems, accounting and invoicing machines, intelligent terminals, artificial intelligent devices, radios, TV set video tape and cassette recorders and decks, power amplifiers and receivers, public address systems, electronic test, measuring, analytical, medical and process control instruments, mining electronics, and appliances.
71. To carry on business and act as agents, representative and deal and enter into an agreement with parties including Government/Semi-Government/State Government, Agriculture Corporations and private parties for promotion of farming floriculture, horticulture, vegetables and other activities for joint promotion or otherwise to deal in such activities as may be agreed upon by the said institutions/authorities/corporations.
72. To carry on business of importers, exporters, dealer, assembler, fabricator and service agents of glass house, playhouse, refrigerated van, plastic and all other items used as basic material and component for undertaking all kinds of agriculture and vegetables. Also provide all kinds of services for its up-keeping and maintenance and hire such facilities and services as may be required for the business of the Company.

AND IT IS HEREBY DECLARED THAT:

- (a) The word "Company" in this Memorandum shall except where read with reference to this Company be deemed to include any firm partnership or other body or association in the Union of India or elsewhere and whether existing or hereafter to be formed and the Intention is that the Company shall have full power to exercise all or any of the powers conferred by any part of this Clause-III;

- (b) Objects incidental or ancillary to the attainment of the Main objects of the Company as aforesaid shall also be incidental or ancillary to the attainment of other objects of the Company herein mentioned;
- (c) The objects set forth in each of the several sub-clauses of Clause-III shall have the widest possible construction and connotation and shall extend to any part of the World;
- (d) Provided that nothing contained in Clause-III-A, B & C shall be deemed to empower the Company to carry on any business which may fall within the scope and purview of the Banking Regulation Act, 1949 or the Insurance Act, 1938 subject to necessary approvals.
- IV. On the Registration of the Company under Part-IX of the Companies Act, 1956 the Liability of the Members shall be limited.
- V. The Authorized Share Capital of the Company is 34,27,00,000/- (Rupees Thirty Four Crores Twenty Seven Lacs) divided into 2,17,70,000 (Two Crores Seventeen Lacs Seventy Thousands) Equity Shares of Rs. 10/- (Rupees Ten) each and 12,50,000 (Twelve Lacs Fifty Thousands) Preference Shares of Rs. 100/- (Rupees One Hundred) each.

Out of 2,17,70,000 (Two Crores Seventeen Lacs Seventy Thousands) Equity Shares, 5,00,000 (Five Lacs) Equity Shares of Rs. 10/- (Rupees Ten) each shall be deemed to be subscribed and fully paid-up and the following persons shall be entitled to take up the number of shares mentioned herein:

| Sl. No. | Name | No. of Shares |
|---------|----------------------------|---------------|
| 1. | Shri Pradeep Kumar Agrawal | 5,000 |
| 2. | Shri Sudeep Kumar Agrawal | 5,000 |
| 3. | SJP Real Estate Limited | 4,70,000 |
| 4. | Shri Ram Agrawal | 5,000 |
| 5. | Shri Suresh Chanc Kaushik | 5,000 |
| 6. | Shri Mahendra Singh | 5,000 |
| 7. | Shri Pratap Singh | 5,000 |
| TOTAL | | 5,00,000 |

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

PARTICULARS OF SUBSCRIBERS AND WITNESSES

| Sl.No. | Name, description and occupation of the Subscribers | Number of Shares Taken by each Subscribers | Signature of Subscribers | Witness to Signature of Subscribers |
|--------|--|--|--------------------------|--|
| 1. | Pradeep Kumar Agrawal S/o Late Shri Jamuna Prasad Agrawal R/o 82, Shri Jamuna Dham Mathura - 281 001 (U.P.) (Business) | 5000 (Five Thousand) | Sd/- | <p>Witness to 1 to 7 Sd/- (Pawan Agrawal) S/o. Shri Sushil Kumar Agrawal R/o 367/1A, Sabzi Mandi, Sadar Bazar Mathura - 281 001 (Uttar Pradesh) Company Secretary M. No. 21055</p> |
| 2. | Sudeep Kumar Agrawal S/o Late Shri Jamuna Prasad Agrawal R/o 82, Shri Jamuna Dham Mathura - 281 001 (U.P.) (Business) | 5000 (Five Thousand) | Sd/- | |
| 3. | SJP Real Estate Ltd. Through Alka Rani Agarwal (Director) 111, Shri Jamuna Dham Mathura - 281 004 (U.P.) (Indian Company) | 470000 (Four Lac Seven Thousand) | Sd/- | |
| 4. | Ram Agrawal S/o Uma Shankar Agrawal R/o 13 Jai Shri Colony Shahganj Darwaza Mathura (U.P.) (Business) | 5000 (Five Thousand) | Sd/- | |
| 5. | Suresh Chand Kaushik S/o Shri Mohan Lal Kaushik R/o 12-B, Geeta Enclave, Krishna Nagar, Mathura (U.P.) (Business) | 5000 (Five Thousand) | Sd/- | |
| 6. | महेन्द्र सिंह पुत्र श्री बाले राम निवासी कोयला वाली बस्ती, झीगुरपुरा, मथुरा (उ० प्र०) (व्यापार) | 5000 (पांच हजार) | Sd/- | |
| 7. | प्रताप सिंह पुत्र श्री मोहन सिंह निवासी मोतीकुंज एक्सटेन्शन, मथुरा (उ० प्र०) (व्यापार) | 5000 (पांच हजार) | Sd/- | |
| | Total | 5,00,000 (Five lacs equity shares) | | |

Place : Mathura
Dated : 01.04.2010

THE COMPANIES ACT, 1956
(COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF
SJP GLOBAL LIMITED

1. Subject to the provisions contained in these Articles, the regulations contained in Table F of Schedule I shall apply to the Company except in so far as they are embodied in the following Articles, which shall be the regulations for the management of the Company, so that the Articles shall to the extent to which they are repugnant to and / or at variance with the provisions of the Companies Act, 2013 various Schedules thereto and the Rules made thereunder (collectively referred to as "Act"), be deemed to have been replaced by the relevant provisions / rules in the Act so as to in consonance and harmony therewith."

Interpretation

- 2 a) "The Registration of the Company" or "its registration" means the registration of the Company under and in pursuance of Part-IX of the Act.
 - b) "Act" means the Companies Act, 1956 or any Statutory modification or re-enactment thereof for the time being in force.
 - c) "Articles" means the Companies Act, 1956 or any Statutory modification or re-enactment thereof for the time being in force.
 - d) "The Company" means 'SJP GLOBAL' and after its registration 'SJP GLOBAL LIMITED'.
 - e) Unless the context otherwise requires expressions or words contained in these Articles shall bear the same meaning as in the Act.
- 3 The business and assets specified in the Schedule hereto shall belong to and become the property of the Company and having regard to the obligations imposed and liabilities of the Company by these presents shall be taken at their net book value and the shares to which the parties hereto are to be entitled as aforesaid shall be deemed to be fully Paid-up by means of the net assets so brought in.
- 4 The assets mentioned in the said Schedule hereto shall vest in the Company on its registration free from all claims by the parties hereto and pending registration of the Company, the parties hereto shall hold the assets in trust for the Company.
- 5 The Company shall undertake, pay, observe, satisfy, perform and fulfill the agreements, and the liabilities of the firm 'SJP GLOBAL' entered into or incurred in the name of the firm in relation to the said



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| | business, lands, buildings, flats, plants, etc. and the assets brought in as aforesaid, and shall indemnify them respectively and their respective executors administrators, estate and effect from and against all actions, proceedings, damages, claims and demands in respect thereof. | |
| 6 | The business in respect of the said assets shall be deemed to have been carried on from the date of these presents on the company's behalf, and accordingly the parties hereto shall be allowed all payments made and expenses incurred and shall account for all moneys and other benefits received by them respectively in relation to such business as from that day. | |
| 7 | Each share in the Capital shall be distinguished by its appropriate number and the Company shall cause to be kept in one or more books Register of its members. | |
| 8. | Until the registration of the Company, the number of members shall not, at any time, be more than twenty. | |
| 9 | The transfer of a share before the registration of the Company shall be made in the same manner and shall as nearly as may be have the same effect and consequences as between the transferor and the transferee and the Company respectively as a transfer of shares made after the registration of the Company. | |
| 10 | Every person who after the date hereof and before the registration of the Company becomes the registered holder of any share in the capital shall as from the time his name is entered in the register of members be considered as member of the Company in respect of such share and be bound by the Articles of Association accordingly and (if not at the time of such entry already a member) shall within one month afterwards at the request of the Company execute a deed of covenant to abide by the regulations of the Company as regards every such shares and if any person shall fail to comply with such request, all his rights in regard to the Company shall be suspended so long as he remains in default. | |
| CAPITAL & INCREASE / REDUCTION OF CAPITAL | | |
| 11. | The Authorised Share Capital of the Company shall be such amount and be divided into such shares as may from time to time be provided in Clause V of the Memorandum of Association with power to increase or reduce the capital and divide the shares in the capital of the Company for the time being into Equity Share Capital and Preference Share Capital and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions as may be determined in accordance with these presents and to modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be permitted by the said Act. | Share Capital and Power to issue Preference Shares |
| 12. | (1) Where at the time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made | Further Issue of Shares |

for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares, either out of the unissued capital or out of the increased share capital then:

- (a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as near as circumstances admit, to the capital paid up on those shares at that date.
 - (b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from the date of the offer and the offer if not accepted, will be deemed to have been declined.
 - (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right. Provided that the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.
 - (d) After expiry of the time specified in the aforesaid notice 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 of Directors may dispose off them in such manner and to such person (s) as they may think, in their sole discretion, fit.
- (2) Notwithstanding anything contained in Sub-Clause (1) above, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof) in any manner whatsoever,
- (a) if a special resolution to that effect is passed by the Company in General Meeting or
 - (b) where no such special resolution is passed, 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 the general meeting (including the casting vote, if any, of the Chairman) by the members who, being entitled to do so, 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

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| <p>made by the Board of Directors in this behalf that the proposal is most beneficial to the company.</p> <p>(3) Nothing in sub-clause (1)(c) above hereof shall be deemed:</p> <p>(a) to extend the time within which the offer should be accepted ; or</p> <p>(b) to 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.</p> | |
| <p>13. Dematerialisation of Securities</p> <p>(i) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its securities and to offer securities in a dematerialised form pursuant to the Depositories Act, 1996.</p> <p>Option for Investors</p> <p>(ii) Every person subscribing to securities offered by the Company shall have the option to receive security certificate or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of a depository, if permitted by the law, in respect of any security in the manner provided by the Depositories Act, and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required Certificate of Securities.</p> <p>If a person opts to hold his security with a depository, the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the security.</p> <p>Securities in Depositories to be in Fungible Form</p> <p>(iii) All the securities held by a depository shall be dematerialised and be in fungible form. Nothing contained in Sections 153, 153A, 187B, 187C and 372/ 372A of the Act shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.</p> <p>Rights of Depositories and Beneficial Owners</p> <p>(iv) (a) Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of security on behalf of</p> | <p>Dematerialisation of Securities</p> |

the beneficial owners.

- (b) Save as otherwise provided in (a) above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
- (c) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a depository.

Service of Documents

- (v) Notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a depository, the record of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.

Transfer of Securities

- (vi) Nothing contained in Section 108 of the Act or these Articles shall apply to transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.

Allotment of Securities dealt with in a Depository

- (vii) Notwithstanding anything in the Act or these Articles, where securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.

Distinctive Numbers of Securities Held in a Depository

- (viii) Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository.

Register and Index of Beneficial Owners

- (ix) The Register and Index of beneficial owners maintained by a depository under the Depositories Act, 1996, shall be deemed to be Register and Index of Members and Security holders for the purposes of these Articles.

14 (i) Unless the Company in General Meeting otherwise determine or the terms of issue of Redeemable Preference shares otherwise provide,

Redemption of Preference

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| <p>the redemption of Redeemable Preference shares shall be effected in the manner set out below:-</p> <p>(a) _ The redemption shall be made by repayment of capital paid up on such shares, together with premium, if any, agreed to be paid on redemption at any time or times after such date or dates as the Directors may determine.</p> <p>(b) Such shares may be redeemed in entirety or in parts. In the latter case, the Directors may decide the number of shares and the individual shares to be redeemed on each occasion in such manner as they may deem fit.</p> <p>(c) The registered holders of the shares to be redeemed shall be given one month's notice of the intention of the Directors to redeem the same as aforesaid at their registered address and also by public notice in at least two newspapers, of which one should be in the regional language and other in English, circulating in and around the place where the Registered Office of the Company is situated. The notice for redemption to the registered shareholders shall specify the particulars of the shares to be redeemed, the date fixed for redemption and the place at which the certificates for such shares are to be presented for redemption. On or before the date fixed for redemption, the holder of such shares shall be bound to deliver to the Company at the specified place the related share certificate/s for cancellation. If any certificate so delivered to the Company includes shares not redeemable on that date, a fresh certificate for unredeemed shares shall be issued to the registered holder of the shares.</p> <p>(d) Upon surrender of the shares as aforesaid and after the expiry of the date fixed for redemption, the Company shall pay to such holder the amount paid up thereon together with premium, if any, agreed to be paid on redemption and accumulated dividend, subject to deduction of income-tax at the prescribed rates, whether declared or not on the capital paid up upto the date of redemption, whereafter dividend shall cease to accrue on the shares so redeemed.</p> <p>(ii) In the event of winding up, the holders of preference shares of the Company will be entitled to receive all arrears of dividend accrued upto the commencement of the winding up, whether such dividends have been earned or declared or not.</p> | <p>Shares, if any</p> |
| <p>15 Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital of the company for the time being shall be under the control of the Directors 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 the provision of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium 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 so be</p> | <p>Shares at the disposal of the Directors</p> |

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| <p>allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the company in the General Meeting.</p> | |
| <p>16. The Company may, subject to and in accordance with the provisions of Section 76 and other applicable provisions (if any) of the Act, at any time, pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in or debentures of the company or his procuring or agreeing to procure subscription, whether absolute or conditional for any share in, or debentures of the Company. The commission may be satisfied by the payment of the cash or the allotment of fully or partly paid shares or debentures or partly in one way and partly in the other subject to applicable provisions, if any, of the Act. The Company may also on any issue of shares or debentures, pay such shares or debentures, pay such brokerage as may be lawful, and usual or reasonable.</p> | <p>Commission for placing shares, debentures, etc.</p> |
| <p>17. With the previous authority of the Company in General Meeting and the sanction of the Company Law Board and upon otherwise complying with Section 79 and other applicable provisions, if any, of the Act, the Board may issue at a discount any shares of a class already issued.</p> | <p>Shares at discount</p> |
| <p>18. The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call, or otherwise, in respect thereof, shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by him accordingly.</p> | <p>Deposits and calls etc. to be a debt payable immediately</p> |
| <p>19. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person, who, for the time being, shall be the registered holder of the shares or by his executors or administrators.</p> | <p>Instalments to be paid</p> |
| <p>20. Save as herein otherwise provided and subject to Section 187(C) of the Act, the Company shall be entitled to treat the registered holder of any shares as the absolute owner thereof and accordingly shall not except as ordered by a court of competent jurisdiction, or as required by statutes be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.</p> | <p>Trust not recognised</p> |
| <p>21 (a) The Company, may from time to time, by an Ordinary Resolution increase the authorised Share Capital by such sum to be divided into Shares of such amount as may be specified in the resolution.</p> | <p>Increase in share capital</p> |
| <p>(b) Except so far as otherwise provided by the conditions of issue or by these presents, any Capital raised by the creation of issue of new shares shall be considered to be part of the then existing capital, and shall rank pari passu with the existing capital of the Company.</p> | |
| <p>22 If, owing to any inequality in the number of new shares to be issued, and the number of shares held by Members entitled to have the offer of such new shares, any difficulty shall arise in apportionment of such new</p> | <p>Inequality in number of new shares</p> |

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| <p>shares or any of them, amongst the Members, such difficulty shall, in the absence of any direction in the resolution creating or issuing the shares or by the Company in General Meeting, be determined by the Board.</p> | |
| <p>23. The Company may, subject to the provisions of Sections 100 to 105 (both inclusive) and other applicable provisions, if any, of the Act, from time to time by special resolution, reduce its capital and any capital redemption reserve account or premium account in any manner for the time being authorised by law and in particular capital may be paid off on the footing that it may be called up again or otherwise, and the Company may, if and as far as is necessary, alter its Memorandum and Articles of Association by reducing the amount of its Share Capital and of its shares accordingly. Provided that such special resolution shall not be necessary in case of application of share premium account in the manner authorised by Section 78 of the Act.</p> | Reduction of capital |
| <p>24. Notwithstanding anything contained in these Articles and in pursuance of Section 77A, 77AA and 77B of the Act, the Board of Directors may, when and if thought fit, buy -back such of the Company's own shares or securities as it may consider appropriate subject to such limits, restrictions, terms and conditions, approvals as may be required under the provisions of Companies Act including the amendment(s) thereof.</p> | Buy-Back of Shares |
| <p>25. Subject to and in accordance with provisions of Section 94 and 95 of the Act, the Company in General Meeting may, by ordinary resolution from time to time, sub-divide or consolidate or cancel any of its shares, in such manner as it may think fit. The Company in General Meeting may also subject to the provisions of the Act, determine by ordinary resolution that as between the holders of the shares resulting from each sub-division, one or more of such shares shall have some preferential or special rights as regards dividends, payment of capital or otherwise.</p> | Sub-division and consolidation of shares |
| <p>26 Subject to the provisions of Sections 100 to 104 (both inclusive) of the Act, the Board may accept from any Member the surrender, on such terms and conditions as shall be agreed, of all or any of his shares.</p> | Surrender of shares |

VARIATION OF SHAREHOLDERS' RIGHTS

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| <p>27. (a) If at any time the Share Capital is divided into different classes of shares, 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 Sections 106 and 107 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-fourth of the issued shares of that class, or with the sanction of a special resolution passed at a separate General Meeting of the holders of the shares of that class. To every such separate General Meeting, the provisions of these Articles relating to General Meeting shall, to the extent consistent, apply.</p> | <p>Power to vary rights</p> |
| <p>(b) The rights conferred upon the holders of the shares of any class with preferred or other rights shall not, unless otherwise expressly provided by the terms of the issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari-passu therewith.</p> | |
| <p>28 Every member shall be entitled, without payment, to one certificate, 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 may from time to 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 one month 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. Every certificate of shares shall be under the seal of 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 or 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 of several joint holders shall be sufficient delivery to all such holder.</p> | <p align="right">Formatted: Font: Not Bold</p> <p>Limitation of time for issue of Certificates:</p> |
| <p>29. If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof 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 lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company may deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every Certificates under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe. 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.</p> <p>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 the rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf.</p> <p>The provisions of this Article shall mutatis mutandis apply to debentures or other securities, if any, issued by the Company.</p> | <p>Issue of new certificate in place of one defaced, lost or destroyed</p> |

| CALLS | |
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| 30. The Board may, from time to time, subject to the terms on which any shares may have been issued, and subject to the provisions of Section 91 of the Act, make such calls as the Board thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and such Member shall subject to his having been given at least thirty days notice specifying the time or times and place of payment, pay the amount of every call so made on him to the persons and at the times and places so appointed by the Board. A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed at a meeting of the Board. | Power to make calls |
| 31 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 nominal amount of the share or by way of premium, every such amount or instalment shall be payable as if it were a call duly made by the Board and of which due notice has been given, and all the provisions herein contained in respect of calls, forfeiture or otherwise shall relate to such amount or instalment accordingly. | When amount payable |
| 32. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the shares in respect of which the call shall have been made, or the instalments shall be due, shall pay interest for the same at the rate of fifteen per cent per annum or such lower rate of interest as the Board may determine from time to time from the day appointed for the payment thereof till the time of actual payment. The Board shall be at liberty to waive payment of any such interest either wholly or in part. | Payment of interest calls or instalment |
| 33 On the trial or hearing of any action or suit brought by the Company against any shareholder or his legal representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of defendant is, or was, when the claim arose, on the Register of Members of the Company as a holder, or on the Register maintained by the Depository as the beneficial holder or one of the holders, as the case may be, of the number of shares in respect of which such claim is made, that the resolution making the call is duly recorded in the Minutes Book and that the amount claimed is not entered as paid in the books of the Company, and it shall not be necessary to prove the appointment of the Board who made any call, or that a quorum was present at the Board meeting at which any call was made nor that such meeting was duly convened or constituted, nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt. | Evidence in action by company against shareholder |
| 34 Neither a judgment in favour of the Company for calls or other moneys due in respect of any shares 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 Member 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 proceeding to enforce forfeiture of such shares as hereinafter provided. | Initial payment not to preclude forfeiture |
| 35 No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently | Voting right when calls are in arrears |

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| payable by him have not been paid or in regard to which the Company, has and has exercised, any right of lien. | |
| <p>36. The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount 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 shares in respect of which such advance has been made, the company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.</p> <p>The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.</p> <p>The provisions of these Articles shall mutatis mutandis apply to the calls on debentures or other securities, if any, of the Company.</p> | Payment in anticipation of call may carry interest |
| FORFEITURE AND LIEN | |
| 37 If any Member fails to pay any call or instalment of a call on or before the day appointed for the payment of the same, the Board may, at any time, thereafter during such time as the call or instalment remains unpaid, serve 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. | If call or instalment not paid, notice may be given |
| 38 The notice shall name a day (not being less than thirty days from the date of the 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 at or before the time and at the place appointed, the shares in respect of which such call was made or instalment is payable will be liable to be forfeited. | Form of notice |
| 39. If the requirements of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given may, at any time thereafter before payment of all calls or instalments, interests and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture | If notice is not complied with share may be forfeited |
| 40 When any share shall have been so forfeited, notice of the resolution shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid. | Notice after forfeiture |
| 41 Any share so forfeited shall be deemed to be the property of the Company, and the Board may sell, reallocate or otherwise dispose of the same in such manner as it thinks fit. | Forfeited share to become property of the company |
| 42. The Board may, at any time before any share so forfeited shall have been re-allotted or otherwise disposed of, annul the forfeiture thereof upon | Power to annul forfeiture |

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| such conditions as it thinks fit. | |
| 43. A person whose share has been forfeited shall cease to be a Member in respect of the share, but shall notwithstanding such forfeiture, remain liable to pay, and shall forthwith pay to the Company, all calls, or instalments, interests 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 fifteen per cent per annum or at such lower rate as the Board may from time to time determine and the Board may enforce the payment thereof, or any part thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so. | Liability on forfeiture |
| 44. A duly verified declaration in writing that the declarant is a Director, Manager or Secretary of the Company and has been authorised by a Board resolution to act as declarant 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 the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom any such share is sold shall be registered as the holder of such share and shall not be bound to see the application of purchase money, nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition. | Evidence of forfeiture |
| 45. The forfeiture provisions of these articles shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified. | Forfeiture provisions to apply to non-payment in terms of issue. |
| 46. The Company shall have a first and paramount lien upon all the shares / debentures (other than fully paid-up shares / debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares / debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares / debentures. Unless otherwise agreed the registration of a transfer of shares / debentures shall operate as a waiver of the Company's lien if any, on such shares / debentures. The Directors may at any time declare any shares / debentures wholly or in part to be exempt from the provisions of this article. | Company's lien on Shares/ Debentures |
| 47. For the purpose of enforcing such lien, the Board may sell the shares in such manner as it thinks fit, but no sale shall be made until the sum in respect of which such lien exists is presently payable and until a notice in writing of the intention to sell has been served on such Member, the executor or administrator or other legal representative as the case may be and default has been made by him or them in the payment of the money | As to enforcing lien by sale |

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| called or payable at a fixed time in respect of such share for thirty days after the date of such notice. | |
| 48. The net proceeds of the sale shall be received by the Company and after payment of the costs of such sale, applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the share before the sale) be paid to the persons entitled to the share at the date of the sale. | Application of proceeds of sales |
| 49. Upon any sale after forfeiture or for enforcing lien in the purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the share sold and cause the purchasers' name to be entered in the Register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and after his name has been entered in Register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only. | Validity of sales in exercise of lien and after forfeiture |
| 50. Where any share under the powers in that behalf herein contained is sold by the Board and the certificate in respect thereof has not been delivered to the Company by the former holder of such share, the Board may issue a new certificate for such share distinguishing it in such manner as it may think fit from the certificate not so delivered up. On the issue of such certificate the original certificate in respect of such share shall stand automatically cancelled and be void. | Board may issue new certificate |
| TRANSFER AND TRANSMISSION OF SHARES | |
| 51. Save as provided in Section 108 of the Act, and the provisions of the Concession Agreement, transfer of a share shall not be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate, or, if no such certificate is in existence, with the Letter of Allotment of the share and such other evidence as the Board may require to prove the title of transferor and transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof. Each signature to such transfer deed shall be duly attested by the signature of one credible witness who shall add his name and address. | Execution of transfers etc. |
| 52. The Company shall not accept application for transfer of less than such number of shares as may, in consultation with the Stock Exchange/s on which the shares of the Company are listed, be fixed, provided however the said prohibition shall not apply to: | Company not to register transfer of less than such number of shares as may be fixed |
| a) The transfer of equity shares made in pursuance of a statutory provision or an order of a court of law; | |
| b) The transfer of the entire equity shares by the existing equity shareholder of the Company by a single transfer to single or joint names; | |
| c) The transfer of more shares than the minimum prescribed in the aggregate in favour of same transferee under two or more transfer deeds, out of which one or more relates to the transfer of less than the minimum prescribed. | |

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| 53. The instrument of transfer shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory modification thereof for the time being shall be duly complied with in respect of all transfer or shares and registration thereof. | Instrument of Transfer |
| 54. Subject to the provisions of Section 111A of the Act, the Directors may, at their own absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases, the Directors shall within one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of 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 when the company has a lien on the shares. Transfer of shares / debentures in whatever lot shall not be refused. | Directors may refuse to register transfer |
| 55. No transfer shall be registered in favour of a person of unsound mind and no transfer of partly paid shares shall be registered in favour of a minor. | No transfer to minor etc. |
| 56. Every instrument of transfer shall be deposited at the Office of the Company or at such other place in the same city, town or village in which the Registered Office of the Company is situated, as the Board may from time to time determine for registration, accompanied by the documents and evidence as required under these Articles. The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All transfer deeds lying with the Company for a period of three years or more may or may caused to be destroyed by the Board. | Instrument of transfer to be deposited at office |
| 57. No fee shall be charged for registration of transfer, transmission, Probate, Succession Certificate and Letters of Administration, Certificate of Death or Marriage, Power of Attorney or similar other document. | No fee on transfer or transmission |
| 58. On giving not less than seven days' previous notice by advertisement in some newspaper circulating in the district in which the Registered Office of the Company is situated, and subject to the provisions of Section 154 of the Act, registration of transfer may be closed or suspended during such time and for such periods not exceeding in the aggregate forty five days in each year, but not exceeding thirty days at any one time as the Board may from time to time determine. | Power to close Register of Members |
| 59. In case of the death of a Member, the survivor, where the deceased was a joint holder, and his legal representative, executor or administrator 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; but nothing herein contained 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. The Board may require any persons becoming entitled to shares in consequence of the death of any Member to obtain a Grant of Probate or Letter of Administration or other legal representation, as the case may be, from a Competent Court. Provided it shall be lawful for the | Persons entitled to shares by transmission |

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| <p>Board in its absolute discretion to dispense with the production of Probate or Letter of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Board may think fit, without in any case being bound to do so. The powers and discretions of the Board under this Article may be delegated and exercised by a Committee of Directors or an officer of the Company duly authorised in this regard.</p> | |
| <p>60 Any committee or guardian of a person of unsound mind or minor or any person becoming entitled to the transfer of a share in consequence of the death or bankruptcy or insolvency of any Member or by any other lawful means, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board thinks sufficient, may subject to the right of the Board to decline registration under Article 54 of these Articles, elect, either:</p> <p>(i) To be registered himself as a holder of the shares, or</p> <p>(ii) To make such transfer of the shares as the deceased or the insolvent Member could have made.</p> | <p>As to transfer of shares of insane, infant, deceased or bankrupt Members.</p> |
| <p>61. Notwithstanding anything contained in the Articles of Association or in any other law for the time being in force, where a nomination has been made in the manner prescribed in Section 109A of the Act, purporting to confer on any person the right to vest the shares in, or debentures of the Company, the nominee shall, on the death of the shareholder or holder of debentures of the Company or, as the case may be, on the death of the joint holders, become entitled to all the rights in the shares or debentures of the company or, as the case may be, all the joint holders, in relation to such shares in or debentures of the Company to the exclusion of all other persons unless the nomination is varied or cancelled in the prescribed manner and the provisions contained in Sections 109A and 109B of the Act, shall be applicable to such cases.</p> | <p>Nomination</p> |
| <p>62 The Board may, subject to the provisions of the Act, retain the dividends payable upon a share to which any person becomes entitled under Article 60 of these Articles, until such person or his transferee shall become a Member in respect of such shares.</p> | <p>Rights of persons entitled to shares by reason of death etc.</p> |
| <p>63. (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.</p> <p>(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.</p> <p>(3) All the limitations, restrictions and provisions of these Articles relating to the right of transfer and the registration of instruments of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the Member or transmission or devolution of his share by any other lawful means had not occurred and the notice of transfer was a transfer signed by that Member.</p> | <p>Election under the transmission Article</p> |
| <p>64 Every transmission of a share shall be verified in such manner as the Board may require and the Company may refuse to register any such transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration, which the Board at its discretion shall consider sufficient, provided nevertheless there shall not be any obligation on the Company or the Board to accept any indemnity.</p> | <p>Board may require evidence of transmission</p> |
| <p>65 A person so becoming entitled under the Transmission Article to a share by reason of the death, lunacy, bankruptcy or insolvency of the</p> | <p>Right of person entitled to</p> |

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| <p>holder thereof or by any other lawful means shall, subject to the provisions of these Articles be entitled to the same dividends and other advantages to which he would be entitled as if he were the registered holder of the share except that no such person shall, before being registered as a Member in respect of the share, being entitled to exercise in respect thereof 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 as a Member in respect of such share or elect to have some person nominated by him registered as a Member in respect of such share subject to the right of the Board to decline registration under Article 54 of these Articles and, if such notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with.</p> | <p>shares under the Transmission Article</p> |
| <p>66. Neither the Company nor any of its Directors or other Officers shall incur any liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of a share made or purporting to be made by any apparent or legal owner thereof as shown or appearing in the Register of Members to the prejudice of persons having or claiming any equitable right, title or interest to or in such share, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered any such notice or referred thereto in any book or record of the Company, and the Company shall not be bound or required to regard to attend or give effect to any such notice nor be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book or record of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Board shall so think fit.</p> | <p>The Company disregarding of a notice prohibiting registration of transfer</p> |
| <p>67 The provisions of these Articles shall mutatis mutandis apply to the debentures or other securities issued by the company.</p> | <p>Transfer of debentures</p> |
| <p>68 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.</p> | <p>Term of Issue of Debentures</p> |
| <p>69 Where two or more persons are registered as the holder of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship but so that:</p> <p>(a) The Company shall be entitled to decline to register more than three persons as joint- holders of any share, and</p> <p>(b) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share</p> | <p>Joint holders</p> |
| <p>70 Any one of the joint-holders of a share may give effectual receipts for any dividends or other moneys payable in respect of such share or bonus share.</p> | <p>Receipts of one sufficient</p> |
| <p>71 (1) Only the person whose name stands first in the Register of</p> | <p>Delivery of</p> |

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| <p>Members as one of the joint-holders of any shares shall unless otherwise directed in writing by all joint holders and confirmed in writing by the Company be entitled to delivery of the certificate relating to such share or to receive notices (which expression shall be deemed to include all documents) from the Company and any notice given to or served on such persons shall be deemed as a notice or service to all the joint-holders.</p> <p>(2) Subject to the provisions of these Articles, the person first named in the Register as one of the joint-holders shall be deemed as a sole holder thereof for all the matters connected with the Company.</p> | <p>certificate and giving notices to first named holders</p> |
| <p>72. Any one of the joint-holders of a share may vote at any meeting personally or by proxy as if he were a sole holder thereof provided that if more than one joint-holder of the share is present personally or by proxy then such of them whose name stands higher in the Register in respect of such share shall alone be entitled to vote in respect thereof.</p> | <p>Voting right to first named holders</p> |

| BORROWING POWERS | |
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| <p>73. The Board may, from time to time at its discretion, subject to the provisions of Sections 58A, 292 and 293 of the Act, the provisions of the Concession Agreement and these Articles, accept, deposits from Members either in advance of calls or otherwise and generally raise or borrow moneys, either from the Directors, their friends and relatives or from others for the purposes of the Company and/or secure the payment of any such sum or sums of money, provided however, where the moneys to be borrowed together with the moneys already borrowed (apart from the temporary loans obtained from the Company's bankers in the ordinary course of business) and then remaining outstanding and undischarged at that time exceed the aggregate, for the time being, of the paid up capital of the Company and its free reserves, that is to say, reserves, not set apart for any specific purposes, the Board shall not borrow such money without the consent of the Company in General Meeting by an ordinary resolution. The Board may raise and 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 receiving deposits, issue of bonds, debentures, perpetual, redeemable, debenture stock, or any security of the Company or by mortgage or charge or other security upon all or any part of the property or undertaking of the Company (both present and future), including its uncalled capital for the time being; provided that the Board shall not give any option or right to any person for making calls on the shareholders of the Company in respect of the amount unpaid for the time being on the shares held by them, without the previous sanction of the Company in General Meeting</p> | <p>Power to borrow</p> |
| <p>74 Subject to the provisions of the Act, and these Articles, the debentures, debenture stock, bond or other securities may be issued at a discount, premium or otherwise and with any special privileges and conditions as to redemption, surrender, drawings, attendance at General Meeting of the Company, allotment of share, appointment of Directors and otherwise, Debentures, debenture stock bond and other securities may be made assignable, free from any equities between the Company and the person to whom the same may be issued.</p> | <p>Issue at discount etc. or special privileges</p> |
| <p>75 Subject to the provisions of the Act, if the Directors or any of them or any other person shall incur or be about to incur any liability or become personally liable, whether as principal or as surety, for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.</p> | <p>Indemnity may be given</p> |
| GENERAL MEETING | |
| <p>76 The Company shall in addition to any other meetings, each year hold a General Meeting as its Annual General Meeting in accordance with the provisions of Section 166 of the Act, at such time and place as may be determined by the Board and shall specify the Meeting as such in the notices calling it. All General Meetings other than Annual General Meetings shall be called Extra-Ordinary General Meetings. If for any reason beyond the control of the Board, the General Meeting (including an Annual General Meeting) can not be held on the appointed day, the Board shall have the power to postpone the General Meeting of which a notice should be given to the Members through advertisement in at least two newspapers, of which one should be in the language of the region in which the Office of the Company is situated.</p> | <p>Annual General Meeting</p> |

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| <p>77. The Board may whenever it thinks fit, and shall on the requisition of the members in accordance with the provisions of Section 169 of the Act, proceed to call an Extra-Ordinary General Meeting of the Company. The requisitionists may, in default of the Board convening the same, convene the Extra-Ordinary General Meeting as provided by section 169 of the Act.</p> | <p>Extra-Ordinary General Meeting</p> |
| <p>77 A. As and when the shares in the company are listed on a recognized stock exchange the company shall subject to the provisions of section 192A of the Act and Rules made thereunder, have the power to have the resolutions of the company in general meeting passed through postal ballot in which event there shall be no need to include the item so approved by postal ballot in a general meeting notice or to convene a general meeting to consider the said item</p> | |
| <p style="text-align: center;">PROCEEDINGS OF GENERAL MEETING</p> | |
| <p>78. The ordinary business of an Annual General Meeting shall be to receive and consider the Profit and Loss Account, the Balance Sheet and the reports of the Directors and of the Auditors, to elect Directors in place of those retiring by rotation, to appoint Auditors and to fix their remuneration and to declare dividends. All other business transacted at an Annual General Meeting and all business transacted at an Extra-Ordinary General Meeting shall be deemed as Special Business.</p> | <p>Notice of business to be given</p> |
| <p>79. (a) No business shall be transacted at General Meeting unless quorum is present at the time of the commencement of the business. Save as herein otherwise provided, at least five members present in person shall constitute a quorum.</p> <p>(b) If within half an hour from the time appointed for holding the meeting a quorum shall not be present, the meeting, if convened by or upon the requisition of Members shall stand dissolved, but in any other case, the meeting shall stand adjourned, in accordance with the provisions of sub-sections(3), (4) and (5) of Section 174 of the Act.</p> | <p>Quorum to be present when business commenced</p> |
| <p>80. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.</p> | <p>Business at adjourned meeting</p> |
| <p>81. Any act or resolution, which under these Articles or the Act is permitted or required to be done or passed by the Company in General Meeting, shall be done or passed by an ordinary resolution as defined in Section 189(1) of the Act, unless either the Act or these Articles specifically require such act to be done or resolution to be passed by a special resolution as defined in Section 189(2) of the Act.</p> | <p>Resolution passed</p> |
| <p>82. (1) The Chairman of the Board shall preside as Chairman at every General Meeting of the Company. In the absence of the Chairman of the Board, the Vice-Chairman of the Board shall so preside. If there be no Chairman/Vice-Chairman of the Board or if at a meeting, the Chairman/Vice-Chairman of the Board is not present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act as Chairman of the meeting, the Directors present shall elect one of their members to be the Chairman of the meeting and if no Director be present, or if all the Directors present decline to take the chair, then the Members present shall elect one of their Members, being a Member entitled to vote, to be the Chairman of such meeting.</p> <p>(2) No business shall be discussed at any General Meeting except the</p> | <p>Chairman of the General Meeting</p> |

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| <p>election of the Chairman, whilst the Chair is vacant.</p> <p>(3) If a poll is demanded on the election of the Chairman it shall be taken forthwith in accordance with the provisions of the Act and these Articles and the Chairman so elected on the show of hands will exercise the power of the Chairman under the Act and these Articles.</p> <p>(4) If some other person is elected Chairman as a result of the poll, he shall be Chairman for the rest of meeting.</p> | <p>Business confined to election of Chairman whilst Chair vacant</p> |
| <p>83 (1) The Chairman may, with the consent of the meeting and shall, if so directed by the meeting, adjourn the same from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>Notwithstanding the provisions of this clause, the Chairman of a validly convened general meeting may adjourn the meeting in the event of disorder provided that such an adjournment shall not be for a period longer than the Chairman considers necessary to bring order at the meeting and the Chairman communicates his decision to those present in so far as it is possible.</p> <p>(2) When meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting and save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p> | <p>Chairman with consent may adjourn meeting</p> |
| <p>84. (1) Every question submitted to a meeting shall be decided, in the first instance unless a poll is demanded, in accordance with Section 179 of the Act, by a show of hands and in the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote in addition to the vote to which he may be entitled as a Member.</p> <p>(2) A declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minutes shall be conclusive evidence of the fact without further proof.</p> <p>(3) Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of a poll.</p> | <p>Votes by show of hands</p> |
| <p>85 (1) On a show of hands, every Member present in person and being a holder of equity shares shall have one vote and every person present as a duly authorised representative of a body corporate being a holder of an equity share shall, if he is not entitled to vote in his own right, have one vote.</p> <p>(2) On a poll, the voting rights of a holder of an equity share shall be as provided in Section 87 of the Act.</p> | <p>Votes of Members</p> |
| <p>86 A company or a body corporate which is a member of the Company (hereinafter called "Member Company") may vote by proxy or by representative duly appointed in accordance with Section 187 of the Act. A person duly appointed to represent the Member Company/ Body Corporate at any meeting of the Company or at any meeting of any Class of Members of the Company, shall be entitled to exercise the same rights and powers</p> | <p>Representation of corporation</p> |

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| (including the right to vote by proxy) on behalf of the Member Company / Body Corporate which he represents as that Member Company / Body Corporate could exercise if it were an individual Member. | |
| 87. Any person entitled under Article 60 of these Articles 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 the adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of the right to transfer such shares, or the Board shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or non-composmentis, he may vote whether on a show of hands or at Poll by his committee curator bonis or other legal curator and such last mentioned persons may give their votes in person or by proxy on a poll. | Vote in respect of deceased and insolvent Members |
| 88. Where there are several executors or administrators of a Deceased Member in whose sole name any share is registered, any one of such executors or administrators may vote in respect of such share unless any other of such executors or administrators is present at the meeting at which such a vote is tendered and objects to the vote. In such case, the provisions relating to votes of joint-holders contained in Article 66 of these Articles shall apply. | Votes by joint executors etc. |
| 89. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument, or transfer of the share in respect of which the vote is given, provided no intimation in writing shall have been received by the Company at the Office before the vote is given provided, nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked | When vote by Proxy valid though authority revoked |
| 90. Every instrument of Proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in either of the forms set out in Schedule IX of the act. | Forms of proxy |
| 91. If any such instrument of appointment be confined to the object of appointing an attorney or proxy, it shall remain permanently, or for such time as the Board may determine, in the custody of the Company, if embracing other objects, a copy thereof accompanied with the original, shall be delivered to the Company to remain in their custody. | Custody of the instrument |
| 92. No objection shall be raised as 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 disallowed at such meeting shall be valid for all purposes. Any such objection or objections as to the admission or rejection of a vote, either on a show of hands, or on a poll made in due time, shall be referred to the Chairman of the meeting who shall forthwith decide the same and such decision shall be final and conclusive. | Objections as to qualifications of votes |

| DIRECTORS | |
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| <p>93 (a) The Board of Directors shall consist of not less than three Directors and not more than twelve Directors. Provided that the Company may from time to time increase or reduce within the maximum limit permissible the number of Directors.</p> <p>Provided further that any increase in the number of Directors exceeding the number prescribed under Section 259 of the Act shall not have any effect unless approved by the Central Government and shall become void if and so far it is disapproved by the Government.</p> <p>(b) The First Directors of the Company shall be :</p> <ol style="list-style-type: none"> 1. Shri Pradeep Kumar Agrawal 2. Shri Suresh Chand Kaushik 3. Shri Ram Agrawal <p>At least two thirds (any fraction to be rounded off to the next number) of the total number of directors of the Company shall be persons whose period of office shall be liable to determination by retirement by rotation and save as otherwise expressly provided in the Act be appointed by the Company in general meeting.</p> | <p>Number of Directors</p> |
| <p>94 Notwithstanding anything to the contrary contained in these Articles, so long as any money remain owing by the Company to The Industrial Finance Corporation of India Limited (IFCI), the IDBI Bank Limited and The Industrial Credit & Investment Corporation of India (ICICI) or to any other Financial Institution (hereinafter in these Articles referred to as "The Corporation") out of any loans, debenture assistance granted by the Corporation to the Company or so long as the Corporation holds or continues to hold debenture/shares in the Company as a result of underwriting or by direct subscription or subscription by private placement or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of this Company remains outstanding, the corporation shall have a right to appoint, from time to time, any person or persons as a Director or Directors, non-whole-time, or whole-time in the event of default, as specified in any agreements/contracts/ deeds/ documents entered into between the Corporation and the Company or executed by the Company in favour of the Corporation (which director or directors is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons, so appointed, and to appoint any person or persons in his or their place/s. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. Such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of the Corporation, such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Directors of the Company.</p> | <p>Appointment of Nominee Director/s</p> |

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or the Corporation holds or continues to hold debenture/share in the Company, as a result of under-writing or direct subscription or subscription by private placement or the liability of the Company arising out of any guarantee is outstanding and the Nominee Director/s, so appointed in exercise of the said power, shall ipso facto vacate such office immediately, the moneys owing by the Company to the Corporation are paid off or on the Corporation ceasing to hold debentures/shares in the Company or on satisfaction of the liability of the Company, arising out of any guarantee furnished by the Corporation.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and the Meetings of the Committee, of which the Nominee Director/s is/are Members, as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled but if any other fees, commission, moneys or remuneration in any form is payable to the Directors of the Company, the fees, commissions, moneys and the remuneration in relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or directorship shall also be paid or reimbursed by the Company to the Corporation, or to such Nominee Director/s, as the case may be.

Provided that if any such Nominee Director/s is an officer of the Corporation, the sitting fees, in relation to such Nominee Director/s shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

Provided further that if such Nominee Director/s is an/are officer/s of the Reserve Bank of India, the sitting fees in relation to such Nominee Director(s) shall also accrue to IDBI and the same shall accordingly be paid by the Company directly to IDBI.

In case the Nominee Director, appointed by the Corporation is a whole-time Director, such Nominee Director shall exercise such power and duties, as may be approved by the Corporation and have such rights, as are usually exercised or available to a Whole-time Director in the management of the affairs of the Company. Such Nominee Director shall be entitled to receive such remuneration, fees commission and moneys, as may be approved by the Corporation and the Central Government

95 Subject to the provisions of Section 313 of the Companies Act, 1956, the Board of the Company may appoint an Alternate Director to act for one or more Directors (hereinafter called the "Original Director/s during his/their absence for a period of not less than three months from the State where the Board Meetings of the Company normally take place and such appointment shall have effect and such appointee, whilst he holds office as an Alternate Director, shall be entitled to notice of meetings of the Board and attend and vote thereat accordingly. An Alternate Director/s appointed under this Article shall vacate office if and when the Original Director/s

Alternate
Director

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| <p>return/s to the State. If the term of the office of the Original Director/s is determined before he/they so return/s to the State, any provision in the Act, or in these Articles for the automatic re-appointment of Retiring Directors in default of another appointment shall apply to the Original Director/s and not to the Alternate Director. Provided always that no person shall be appointed by the Board as an Alternate Director who shall not have been previously approved in writing by the Original Director/s.</p> | |
| <p>96. Subject to the provisions of Section 260 of the Companies Act, 1956 and other applicable provisions, if any of the Act, the Board shall have power at any time and from time to time, to appoint a person as an Additional Director but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. The Additional Director so appointed shall retire from Office at the next following Annual General Meeting but shall be eligible for election by the Company at that meeting as a Director.</p> | <p>Appointment of Additional Director</p> |
| <p>97. Subject to the provisions of Sections 262(2) and 284(6) and other applicable provisions, if any, of the Act, any casual vacancy occurring in the office of a Director whose period of office is liable to determination by retirement by rotation may be filled up by the Directors at a meeting of the Board. Any person so appointed shall hold office only upto the date upto which the Directors in whose place he is appointed would have held office, if the vacancy had not occurred.</p> | <p>Casual vacancy</p> |
| <p>98 A Director shall not be required to hold any qualification share.</p> | <p>Qualification of Directors</p> |
| <p>99 (1) Subject to the provisions of the Section 198, 309, 310 and 311 of the Act, the remuneration of the Directors of the Company shall be as determined by the Company in general meeting from time to time. 2) The remuneration of a director for attending the meeting of the Board or a Committee thereof shall be such sum as may be determined by the Board, keeping in view the provision of the Act and the rules made thereunder from time to time. 3) The Directors shall also be entitled to payment of actual expenditure for travelling, boarding, lodging and other expenses incurred for attending the meetings of the Board or any Committee thereof or General Meetings of the Company or for any journeys performed in connection with the business of the Company.</p> | <p>Remuneration of Directors</p> |
| <p>100. (1) If any Director, being willing, shall be called upon to perform extra services or entrusted with any extra work or to make any special exertions for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a Committee of Directors or otherwise, such Director may be remunerated in such manner as may be determined, subject to the provisions of the Section 309 and 314 of the Act.</p> | <p>Special Remuneration of Directors performing extra service</p> |
| <p>(2) If any Director be called upon or is required to go or reside out of his usual place of residence for Company's business, he shall be entitled to be paid travelling and/or other expenses incurred in connection with the business of the Company.</p> | <p>Expenses incurred by a Director for going out on Company's work</p> |
| <p>101 (1) The continuing Directors may act notwithstanding any vacancy in their body, but so that if and so long as their number is below the number Minimum fixed by the Articles of the Company as the necessary quorum for the Board, the continuing Director or Directors as the case may be, shall, except for the purposes of increasing the number of</p> | <p>Directors may act notwithstanding vacancy</p> |

and he shall, *ipso facto* and immediately, cease to be the Chairman if he ceases to hold the office of Director for any cause.

104. (a) Subject to the provisions of Sections 269, 309 and 317 and Schedule XIII of the Act, the Board may from time to time appoint any one or more Director to be the Managing Director(s) and/or Whole time Director(s) of the Company on such terms and conditions and at such remuneration 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.
- (b) A Managing Director or whole time 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 other Directors and shall *ipso facto* and immediately cease to be Managing Director or whole time Director as the case be, if he ceases to hold the office of Director for any cause.
- (c) A Managing Director shall not, while he continues to hold that office be subject to retirement by rotation and he shall not be reckoned as a Director for the purpose of determining the rotation of retirement of Directors or in fixing the number of Directors to retire.
- (d) Subject to the provisions of the Act, the Board of Directors may, from time to time, entrust to and confer upon a Managing Director or Whole time 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.

Managing
Director(s)/
Whole-time
Director(s)

| PROCEEDINGS OF THE BOARD OF DIRECTORS | |
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| 105. The Directors may meet together as a Board for the despatch of business from time to time and shall so meet at least once in every three calendar months, and the Board may adjourn and otherwise regulate its meetings and proceedings as it may think fit. | Meeting of Directors |
| 106. Subject to Section 287 of the act, the quorum for a meeting of the Board shall be one-third of its total strength (excluding Directors if any, whose places may be vacant at the time and any fraction contained in the one-third being rounded off as one), or two Directors, whichever is higher, provided that where at any time the number of interested Directors exceeds or is equal to two-third of the total strength, the number of Directors who are not interested, and are present at the meeting, being not less than two, shall be the quorum for such time. | Quorum |
| 107. If at a meeting of the Board, a quorum shall not be present then the meeting shall stand adjourned to such day, time and place as the Chairman and in his absence, the vice-Chairman and failing both of them, the Director or Directors present at the meeting may fix | Adjournment of meeting for want of quorum |
| 108. A Director may, and the Manager or Secretary on the requisition of a Director shall, at any time, summon a meeting of the Board. | When meeting to be convened |
| 109. 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 meeting shall have a second or casting vote. | Question at Board Meeting how decided |
| 110. Subject to the provisions of the Act and the restrictions contained in Section 292 of the Act and these Articles, the Board may from time to time and at any time, delegate any of its powers to a Committee(s) consisting of such Director or Directors as it think fit, and it may from time to time revoke and discharge any such Committee of the Board either wholly or in part, and either as to persons or purposes, but every Committee of the Board so formed shall, in the exercise of the power so delegated conform to any regulations that may from time to time be imposed on it by the Board. All the matters at any meeting of a Committee(s) shall be decided by a majority of votes. All acts done by any such Committee of the Board in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board. | Board may appoint Committee |
| 111. The meetings and proceedings of any such Committee of the Board shall be governed by the | Meeting of the Committee, how to be |

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| <p>provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not superseded by any regulations made by the Board under these Articles.</p> | <p>governed</p> |
| <p>112 (1) Subject to the provisions of the Sections 289, 292 and 297 of the Act, a resolution passed by circulation, without a meeting of the Board or a Committee of the Board shall be as valid and effectual as a resolution duly passed at a meeting of the Board or a Committee thereof duly called and held.</p> <p>(2) A resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, if the resolution has been circulated in draft together with the necessary papers, if any, to all the Directors or to all the Members of the Committee at their respective addresses registered with the Company and has been approved by a majority of Directors or members of the Committee as are entitled to vote on the resolution.</p> | <p>Resolution circulation by</p> |

POWERS OF DIRECTORS

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| <p>113. Subject to the provisions of the Act, the Board shall be entitled to exercise all such powers of the Company and to do all such acts and things as the Company is authorised to exercise or do and as are not, by the Act, or any other statute or by the Memorandum or Articles of Association of the Company required or directed to be exercised or done by the Company in General Meeting, subject nevertheless to these Articles, the Act or any other statute and to such regulations, not inconsistent therewith including regulations made by the Company in General Meeting, but no regulation 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.</p> | <p>Powers of Directors</p> |
| <p>114. Without prejudice to the general powers conferred by the foregoing Articles and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions and provisions contained in the Articles and the Act, it is hereby declared that the Board shall have the following powers, that is to say, power:</p> <p>(a) To pay donations to any individuals or institutions or contribute to any charitable, religious, benevolent, national, political, public or general and other funds not directly related to the business of the Company or the welfare of its employees, any sums the aggregate of which will, in any financial year, not exceed fifty thousand rupees or five per cent of the average net profits of the Company during the three financial years immediately preceding, whichever is greater, and may with the consent of the Company in General Meeting, contribute any sums in excess of such limits.</p> <p>(b) To authorise or empower any Director or Managing Director or Secretary or any other officer of the Company either by name, in virtue of office or otherwise or any other person or persons, either singly or jointly to exercise or perform all or any of the powers, including the power to sub-delegate authorities and duties conferred or imposed on the Board by way of these Articles subject to such restrictions and conditions, if any, and either generally or in specific cases as the Board may think proper.</p> <p>(c) To appoint and at their discretion, remove or suspend such officers, by whatever designation called managers, engineers, experts, legal advisors, solicitors, clerks, agents, salesmen, workmen and other servants or professionals, for permanent,</p> | <p>Certain powers of the Board</p> <p>Donations etc</p> <p>Appointment of officers etc</p> |

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| <p>temporary or special services as the Board may from time to time think fit and determine their duties, fix their salaries, emoluments and delegate to or confer upon them such powers, including the power to sub-delegate authorities and discretions as the Board may think fit.</p> <p>115. To provide for the welfare of employees or ex-employees or Directors or ex-Directors of the Company and the wives, widows and families or the dependant or connections of such persons, by building or contributing to the building of houses, dwellings or by grants of moneys, pensions, gratuities, allowances, bonuses or other payments; or by creating and from time to time subscribing or contributing to provident fund and other funds, associations, institutions or trust 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 Board shall think fit.</p> | <p>Welfare of employees</p> |
| <p>SECRETARY</p> | |
| <p>116. Subject to the provisions of Section 383A of the Act, the Directors may appoint a Secretary of the company for such term, at such remuneration and upon such conditions as they may think fit and the Secretary so appointed may be removed by them. The Directors may appoint a temporary substitute for the Secretary, who shall for the purpose of these presents, be deemed to be Secretary. The main function of the Secretary shall be the responsibility for maintaining registers required to be kept under the Act, for making the necessary documents registered with the Registrar and for carrying out all other administrative and ministerial acts, duties and functions which a Secretary of a company is normally supposed to carry out, such as giving the necessary notices to the members, preparing agenda of meetings, issuing notice to Directors, preparing minutes of meetings of members and of Directors and of any other statutory documents, and shall carry out and discharge such other functions and duties that the Directors or the Managing Director may from time to time require him to do.</p> | <p>Secretary</p> |
| <p>COMMON SEAL</p> | |
| <p>117. i) The Board shall provide for a Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Board shall provide for the safe custody</p> | <p>The Seal in custody and use</p> |

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| <p>of the seal for the time being, and the seal shall never be used except by the authority of the Board or a Committee of the Board previously given.</p> <p>ii) Subject to the provisions of the Act and these Articles every deed or other instrument, to which the seal of the Company is required to be affixed, by the authority of the resolution of the Board shall, unless the same is executed by a duly constituted attorney of the Company, be signed by at least one Director or the Secretary or some other person appointed by the Board for the purpose, on every such deed or instrument.</p> | Deeds how executed |
| DIVIDENDS AND RESERVES | |
| <p>118 (1). The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles 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 share held by them respectively. Provided always that subject as aforesaid any capital paid up on a share during the period in respect of which a dividend is declared shall unless the Board otherwise determine, only entitle the holder of such share to a proportionate amount of such dividend as from the date of payment.</p> <p>(2) All dividend including interim dividend shall be deposited in a separate bank account within five days of its declaration unless within the said period of five days the dividend has been disbursed.</p> | Division of profits |
| <p>119. No dividend shall be paid by the Company in respect of any share except to the registered holder of such share or to his order or to his banker.</p> | Dividend to registered shareholders only |
| <p>120. (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper 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 equalising dividends, and pending such application, may at the like discretion, either be employed in the business of the Company or be invested in such investments as the Board may, from time to time think fit.</p> | Reserves |
| <p>(2) The Board may also carry forward any profits which it may think prudent not to divide, without setting them aside as a reserve.</p> | |
| <p>121. Notice of any dividend that may have been declared shall be given to the persons entitled to</p> | Notice of dividend |

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| share therein in the manner mentioned in the Act and these Articles. | |
| 122. No dividend shall bear interest against the Company. | Dividend not to bear interest |
| 123. No unclaimed dividend shall be forfeited by the Board and the Company shall comply with all the provisions of Section 205-A of the Act in respect of unclaimed or unpaid dividend. | Unclaimed dividend |
| 124. Where the Company has declared a dividend but which has not been paid or claimed or the dividend warrant in respect thereof has not been posted within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 30 days, open a special Unpaid Dividend account in that behalf in any scheduled bank and transfer to the said account, the total amount of dividend which remains unpaid or in relation to which no dividend warrant has been posted. Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund. No claim shall lie against the Fund or the Company in respect of unpaid / unclaimed dividend, which has been transferred to the Fund. | Unpaid or Unclaimed Dividends |
| 125. The Company may issue a duplicate cheque or dividend warrant or interest warrant on shareholder or holder of debenture furnishing such indemnity or otherwise as the Board may think proper. | Loss of dividend warrants etc. |
| 126. The Company in General Meeting may declare a dividend to be paid to the Members according to their respective rights and interests in the profits and may, subject to the provisions of Section 207 of the Act, fix the time for payment. | Declaration of dividend |
| 127. No larger dividend shall be declared than is recommended by the Board, but the Company in General Meeting may declare a smaller dividend. | Restrictions on amount of dividend |
| 128. The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the financial position of the Company. | Declarations of interim dividends |
| 129. Subject to the provisions of the Act and these Articles, no dividend shall be payable except in cash. Provided that nothing in this Article shall be deemed to prohibit the capitalization of profits or reserves including share premium, if any, of the Company for the purposes of issuing fully paid up Bonus Shares or paying up any amount for the time being unpaid on any shares or increasing the par value of any shares held by the Members of the Company. | Dividend to be paid in cash only |

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| <p>130 Dividend may be paid by cheques or warrant or by a pay slip or receipt having the force of a cheque or warrant sent through the post to the registered address of the Member or person entitled or in case of joint holders to that one of them first named in the Register in respect of the joint holding or in case of registered shareholder having registered address outside India by telegraphic transfer to such bank as may be designated from time to time by such Members or in any other manner authorized by law. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission, or for any dividend lost to the Member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature on any pay slip or receipt or the fraudulent recovery of the dividend by any other person by any means whatsoever.</p> | <p>Dividend remitted</p> <p>how</p> |
| <p>131. Any dividend due from the Company to a Member, may without the consent of such Member, be applied by the Company in or towards payment of any money due from time to time to the Company for calls.</p> | <p>Adjustment dividend due</p> <p>of</p> |
| <p>CAPITALISATION</p> | |
| <p>132. (1) Any General Meeting may, upon the recommendation of the Board, resolve any moneys standing to the credit of the Share Premium Account or Capital Redemption Reserve Account or any moneys, investments or other assets forming part of the undivided profits of the Company (including profits or surplus moneys realised on sale of capital assets of the Company) standing to the credit fund or reserve of the Company or in the hands of the Company and available for dividend, to be capitalised and distributed:-</p> <p>a) By the issue and distribution, among the holders of the shares of the Company or any of them on the footing that they become entitled thereto as capital in accordance with their respective rights and interests and in proportion to the amount paid or credited as paid thereon of paid up shares, bonds or other obligations of the Company; or</p> <p>b) By crediting shares of the Company which may have been issued and are not fully paid up, in proportion to the amounts paid or credited as paid thereon respectively, with the whole or any part of the same remaining unpaid thereon.</p> <p>c) By increasing the par value of the shares which</p> | <p>Capitalisation</p> |

have been issued by the Company.

(2) The Board shall give effect to such resolution and apply such portion of the profits or Reserve Fund or any other fund as may be required for the purposes of making payments in full or in part for the shares, of the Company so distributed or (as the case may be) for purpose of paying in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid up provided that no such distribution or payment shall be made unless recommended by the Board and if so recommended, such distribution and payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

(3) For the purpose of giving effect to any such resolution, the Board may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and generally may make such arrangements for the acceptance, allotment and sale of such shares, bonds or otherwise as they may think fit, and may make cash payment to any holders of shares, on the footing of the value so fixed in order to adjust rights and may vest any shares, bonds or other obligations in trustees upon such trust for adjusting such rights as may seem expedient to the Board.

(4) In cases where some of the shares of the Company are fully paid and others are partly paid, only such capitalisation may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon, but so that as between the holders of the fully paid shares and the partly paid shares, the sums so applied in the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares is in direct proportion to the amounts then already paid or credited as paid on the existing fully paid and partly paid shares respectively.

(5) Where deemed requisite, a proper contract shall be filed in accordance with Section 75 of the Act, and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund, such appointment shall be effective.

133 A General Meeting may resolve that any surplus money arising from the realisation of any capital

Distribution of the realisation of capital

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| <p>assets of the Company or any investments representing the same or any other undistributed profits of the Company be distributed amongst the Members on the footing that they receive the same as capital.</p> | <p>assets etc.</p> |
| <p>INSPECTION OF REGISTERS</p> | |
| <p>134. (1) 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.</p> | <p>Inspection by Members</p> |
| <p>(2) No Member, not being a Director, shall have any right of inspecting any accounts or books or documents of the Company except as conferred by law or authorised by the Board or by the Company in General Meeting.</p> | |

NOTICES & DOCUMENTS

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| <p>135. All notices of and other communications relating to any General Meeting of the Company or adjourned meeting as the case may be which any Member of the Company or any other person is entitled to have sent to him shall also be forwarded to the Auditors of the Company and each of the Auditors shall be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.</p> | <p>Right of Auditor to attend General Meeting</p> |
| <p>136. A notice may be served on the Company or an officer thereof by delivering it at its Registered Office or by sending it to the Company or officer at the Registered Office of the Company by registered post or cable confirmed by registered post. The term notice in these Articles shall include summons, notice, requisition, order or legal process and any document in relation to or in the winding up of the Company.</p> | <p>Services of notices on Company</p> |
| <p>137. A notice may be served by the Company on any Member 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 giving of notice to him.</p> | <p>Service of notice on Members by Company</p> |
| <p>138. Notice of every General Meeting shall in addition to the Members and Auditors of the Company in accordance with the provisions of the Act, be given to Directors of the Company.</p> | <p>Persons entitled to notice of General Meeting</p> |
| <p>139 Any 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.</p> | <p>Omission of notice not to invalidate proceedings</p> |
| <p>140. A document advertised in a newspaper circulating in the neighbourhood of the Registered Office of the Company shall be deemed to be fully served on the day on which the advertisement appears, on every Member of the Company who has no registered address in India and has not supplied to the Company an address within India for giving of notice to him. Where a document is sent by post, service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document and to have been effected in the case of a notice of meeting at the expiration of 48 hours after the letter containing the same is posted and in any other case, the time at which the letter would be delivered in the ordinary course of post.</p> | <p>Service of documents by advertisement</p> |
| <p>141. A document may be served by the Company to the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignees of the insolvent or by any</p> | <p>Service of documents on legal representatives</p> |

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| like description, at the address, if any in India supplied for the purpose by the persons claiming to be so entitled, or until such an address has been so supplied, by serving the document in any manner in which the same might have been served if the death or insolvency had not occurred. | |
| 143. Any document or notice to be served or given by the Company may be signed by a Director or secretary or some person duly authorised by the Board of Directors for such purposes and the signature thereto may be written, printed or lithographed or stamped. | Document or notice by Company and signature thereto |
| 144. Save as otherwise expressly provided in the Act, or these Articles a document or proceeding requiring authentication by the Company may be signed by a director, Chief Executive, the Manager, the Secretary or a duly Authorised Officer of the Company and need not be under its Common Seal. | Authentication of documents and proceedings |
| 145. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the Register has been duly given to the person from whom he derived his title to such share. | Transferee etc. bound by prior notices |
| 146. Subject to the provisions of Articles herein mentioned, any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding such Member be then deceased and whether or not Company has notice of his demise, be deemed to have been duly served, in respect of any registered share, whether held solely or jointly with other persons by such Member, until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators and all persons, if any, jointly interested with him or her in any share. | Notice valid though Members deceased |
| WINDING UP | |
| 147. Subject to the provisions of the Act, and these Articles, if the Company shall be wound up and the assets available for distribution among the Members as such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up, on the shares, held by them respectively. And if in a winding up, the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the Members in proportion to the capital, at the commencement of the winding up, paid up on the shares held by them | Distribution of assets |

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| respectively. This clause is, however, without prejudice to the rights of the holders of shares issued upon preferential or special terms and conditions. | |
| 148. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of a special resolution, divide amongst the contributories, in specie or kind, the whole or any part of the assets of the Company, and may, with the like sanction, vest the whole or any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them as the liquidator, with the like sanction, shall think fit. | Distribution in specie or kind |
| SECURITY CLAUSE | |
| 149. Every Director, Manager, Auditor, Trustee, Member of Committee, Officer, Agent, Servant, 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 the Company with the customers and the state of accounts with individuals and in matters relating thereto, and shall by such declarations pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any 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. | Secrecy |
| 150. Subject to Article 126, no member or other person (other than a Director) shall be entitled, to enter the property of the Company or to inspect or examine the Company's premises or properties or the books of accounts of the Company without the permission of the Board of Directors of the Company for the time being or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to disclose or communicate. | No shareholder to enter the premises of the Company without permission |
| INDEMNITY | |
| 151. Every officer or agent for the time being 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 judgement 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. | Indemnity |
| Subject to the Section 201 of the Act, no Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other | |

Directors or officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency of 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 arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities or effects shall be deposited or for any loss occasioned by any error or judgement or oversight on his part, or for any other loss, damage or misfortune whatever, which shall happen in the execution of the duties of his office or in relation thereto.

| Sl.No. | Name, description and occupation of the Subscribers | Signature of Subscribers | Witness to Signature of Subscribers |
|--------|--|--------------------------|--|
| 1. | Pradeep Kumar Agrawal S/o Late Shri Jamuna Prasad Agrawal R/o 82, Shri Jamuna Dham Mathura-281 001 (U.P.) (Business) | Sd/- | Witness to 1 to 7 Sd/- (Pawan Agrawal) S/o Shri Sushil Kumar Agrawal R/o 367/1A, Sabzi Mandi, Sadar Bazar Mathura - 281 001 (Uttar Pradesh) Company Secretary M. No. 21055 |
| 2. | Sudeep Kumar Agrawal S/o Late Shri Jamuna Prasad Agrawal R/o 82, Shri Jamuna Dham Mathura - 281 001 (U.P.) (Business) | Sd/- | |
| 3. | SJP Real Estate Ltd. Through Alka Rani Agarwal (Director) 111, Shri Jamuna Dham Goverdhan Road Mathura - 281 004 (U.P.) (Indian Company) | Sd/- | |
| 4. | Ram Agrawal S/o Uma Shankar Agrawal R/o 13 Jai Shri Colony Shahganj Darwaza Mathura (U.P.) (Business) | Sd/- | |
| 5. | Suresh Chand Kaushik S/o Shri Mohan Lal Kaushik R/o 12-B, Geeta Enclave Krishna Nagar Mathura (U.P.) (Business) | Sd/- | |
| 6. | महेन्द्र सिंह पुत्र श्री बाले राम निवासी कोयला वाली बस्ती, झीगुरपुरा, मथुरा (उ० प्र०) (व्यापार) | Sd/- | |
| 7. | प्रताप सिंह पुत्र श्री मोहन सिंह निवासी मोतीकुँज एक्सटेंशन, मथुरा (उ० प्र०) (व्यापार) | Sd/- | |

Place : Mathura
Dated : 01.04.2010

SCHEDULE

REFERRED TO IN THE PREAMBLE TO THE MEMORANDUM OF ASSOCIATION AND CLAUSE 3 AND 4 OF THE ARTICLES OF ASSOCIATION

DESCRIPTION AND PARTICULARS OF PROPERTIES

I. LAND & BUILDING STRUCTURES CONSTRUCTED OR UNDER CONSTRUCTION STANDING THEREON

| <i>Particulars & Address</i> | <i>Khasara No. (Current Khasara No.)</i> | <i>Area Hect. (Reg.)</i> | <i>Date of Registry/Land Introduced by Partner</i> | <i>Location</i> |
|----------------------------------|---|------------------------------|--|---|
| Shri Radha Town | 1468,1469, 1485,to 1488, 1489,1503, 1504, 1518 to 1521,1522,1524,1525 | 0.6280 | 01.04.2006 | Mauza Baad, Near Refinery Township, NH-2, Mathura |
| | 1468,1469, 1485,to 1488, 1489,1503, 1504, 1518 to 1521,1522,1524, 1525,1480 1483, 1484 | 1.0800 | 01.04.2006 | |
| | 1468,1469,1485,to 1488,1489, 1503, 1504,1518 to 1521,1522,1524, 1525,1477 1478, 1479, 1467 | 0.7240 | 01.04.2006 | |
| | 1468,1469, 1485,to 1488,1489, 1503, 1504,1518 to 1521,1522,1524,1525, 1480, 1483, 1484 | 1.0800 | 01.04.2006 | |
| | 1485,to 1488,1489, 1503, 1504, 1518 to 1521,1522,1524,1525 | 0.3500 | 01.04.2006 | |
| | 1485,to 1488,1489,1503, 1504,1518 to 1521, 1522,1524,1525 | 0.3500 | 01.04.2006 | |
| | 1485,to 1488,1489, 1503, 1504,1518 to 1521, 1522,1524,1525 | 0.3500 | 01.04.2006 | |
| | 1477, 1478, 1479,1467 | 0.0970 | 01.04.2006 | |
| | 1467 | 0.0950 | 01.04.2006 | |
| | 1485,to 1488, 1489, 1503, 1504,1518 to 1521, 1522,1524,1525 | 0.3500 | 01.04.2006 | |
| | 1523, 1527, 1528 | 0.0456 | 17.02.2007 | |
| | 1481, 1482, 1490 | 0.3930 | 17.02.2007 | |
| | 1475, 1476 | 0.2430 | 17.02.2007 | |
| | 1523, 1527, 1528 | 0.1827 | 17.02.2007 | |
| | 1477, 1478, 1479 | 0.0980 | 17.02.2007 | |
| | 1475 & 1476 | 0.2430 | 14.06.2007 | |
| | 1523, 1527, 1528 | 0.3650 | 14.06.2007 | |
| | 1477, 1478, 1479 | 0.2950 | 30.11.2007 | |
| | 1477, 1478, 1479 | 0.4910 | 14.07.2008 | |
| | 1523, 1527, 1528 | 0.0456 | 30.03.2010 | |
| Total | | 7.5059 | | |

| Particulars & Address | Khasara No. (Current Khasara No.) | Area Hect. (Reg.) | Date of Registry/Land Introduced by Partner | Location |
|---|---|----------------------|---|--|
| Shri Radha Golf - II | 45/8 | 0.6760 | 31.03.06 | Post & Vill. Annyor, Parikrama Marg Goverdhan, Distt. Mathura |
| | 45/9 & 45 | 0.4450 | 31.03.06 | |
| | 45/7 | 0.6760 | 31.03.06 | |
| | 59 | 0.3060 | 31.03.07 | |
| | 59 | 0.6120 | 31.03.07 | |
| | 59/6 | 0.3070 | 31.03.07 | |
| | 61 | 0.9540 | 31.03.07 | |
| | 45/1,45/2, 45/5,45/6 | 2.7040 | 31.03.07 | |
| | 46 | 0.0910 | 04.07.07 | |
| | 48 | 0.6400 | 31.03.08 | |
| | 46,47 | 0.0450 | 18.03.08 | |
| | 45/3, 45/4 | 1.0600 | 26.04.08 | |
| | 49 | 1.3450 | 26.04.08 | |
| | 46, 47 | 0.0088 | 30.03.10 | |
| | TOTAL | 9.8698 | | |
| Particulars & Address | Khasara No. (Current Khasara No.) | Area Hect. (Reg.) | Date of Land Registry/ Introduced by Partner | Location |
| SHRI RADHA GOLF-III | 45/10,45/11,45/13,45/9, 45/9, 45/12, 45/9, 45/12 | 1.6200 | 31.03.06 | Post & Vill. Annyor, Parikrama Marg Goverdhan, Distt. Mathura |
| | 43 | 0.3350 | 31.03.06 | |
| | 64 | 0.4240 | 01.04.06 | |
| | 94 | 1.3070 | 01.04.06 | |
| | 64 | 0.2120 | 31.03.07 | |
| | 94 | 1.3070 | 31.03.07 | |
| | 61 | 0.9540 | 07.01.10 | |
| | 24,25,27 | 0.0445 | 30.03.10 | |
| | 24,25,27 | 0.0445 | 30.03.10 | |
| | TOTAL | 6.2480 | | |
| Particulars & Address | Khasara No. (Current Khasara No.) | Area Hect. (Reg.) | Date of Land Registry/ Introduced by Partner | Location |
| Shri Radha Brij Vasundhara Extension | 65 | 0.2940 | 31.03.06 | Post & Vill. Annyor, Parikrama Marg Goverdhan, Distt. Mathura |
| | 65 | 0.2940 | 31.03.06 | |
| | 65 | 0.3920 | 31.03.06 | |
| | 65 | 1.1770 | 31.03.07 | |
| | 65 | 0.8550 | 31.03.07 | |
| | 65 | 0.3920 | 31.03.07 | |
| | 65 | 0.5890 | 31.03.07 | |
| | 65 | 0.7150 | 31.03.09 | |
| | 91 | 0.5140 | 31.03.09 | |
| TOTAL | 5.2220 | | | |

| Particulars & Address | Khasara No. (Current Khasara No.) | Area Hect. (Reg.) | Date of Land Registry/ Introduced by Partner | Location |
|------------------------------|---|----------------------|---|--|
| Shri Radha Town Extension | 669 to 671 | 0.1010 | 31.03.07 | Mauza Baad Near Refinery Township Mathura- Agra, Road, NH-2 |
| | 542, 653, 623 | 0.2778 | 31.03.07 | |
| | 542, 653, 653 | 0.2828 | 31.03.07 | |
| | 603, 654, 656, 673, 674 | 0.6580 | 31.03.07 | |
| | 457, 457, 474, 475 | 0.2570 | 31.03.07 | |
| | 669 to 671, 539 | 0.1496 | 31.03.07 | |
| | 866 | 0.1210 | 31.03.07 | |
| | 660, 1274, 722, 724, 733, 722, 723, 733, 1267 | 0.2450 | 31.03.07 | |
| | 653, 673, 732, 801, 804, 805 | 0.2478 | 31.03.07 | |
| | 473, 474, 473, 474, 797, 807, 797, 807 | 0.1937 | 31.03.07 | |
| | 660, 1274, 473, 474, 722, 724, 733, 797, 807, 473, 474, 722, 723, 733, 797, 807, 1267 | 0.4386 | 31.03.07 | |
| | 650 | 0.1367 | 31.03.07 | |
| | 1276-1277 | 0.2870 | 31.03.07 | |
| | 1570, 1571 | 0.1740 | 31.03.07 | |
| | 650 to 653, 675, 676, 703 | 0.6590 | 31.03.08 | |
| | 650 to 653, 675, 676, 703 | 0.6580 | 31.03.08 | |
| | 650 to 653, 675, 676, 703 | 0.6590 | 31.03.08 | |
| | 581 to 586, 590, 604, 605, 606, 609, 610, 611, 615 | 0.3760 | 31.03.09 | |
| | 848 | 0.1620 | 31.03.09 | |
| | 853 to 856, 858, 851, 852 | 0.2983 | 31.03.09 | |
| TOTAL | 6.3823 | | | |

| Particulars & Address | Khasara No. (Current Khasara No.) | Area Hect. (Reg.) | Date of Land Registry/ Introduced by Partner | Location |
|-----------------------------|--|----------------------|---|---|
| Shri Radha Highway Farm. | 30 | 0.0480 | 12.11.07 | Mauza Jaint Near G.L.A. College, NH-2, Distt. Mathura |
| | 31/1, 31/3, 31/3, 28/3, 31/3 | | | |
| | 31/3+31/3, 31/3, 31/131/1, 30, 29, 28/3, 31/3, 31/3, 31/3 | 2.6080 | 07.02.09 | |
| TOTAL | | 2.6560 | | |

| Particulars & Address | Khasara No. (Current Khasara No.) | Area Hect. (Reg.) | Date of Registry/Land Introduced by Partner | Location |
|-----------------------|--------------------------------------|----------------------|--|---|
| Shri Radha Valley | 14,16C,17 | 1.6390 | 02.03.06 | Mauza Govind Pur, Mathura- Delhi Road, Near Over Bridge, NH-2, Distt. Mathura |
| | 21 B, 22B, 72B | 0.5570 | 02.03.06 | |
| | 70A, 67 | 0.5670 | 13.04.06 | |
| | 65 | 0.0830 | 18.08.06 | |
| | 58 | 0.0280 | 08.01.07 | |
| | 59 | 0.0080 | 08.01.07 | |
| | 64 | 0.3320 | 22.03.07 | |
| | 21A, 22A, 72A | 0.2438 | 31.03.07 | |
| | 26 | 0.2140 | 31.03.07 | |
| | 50 | 0.1220 | 31.03.07 | |
| | 53,55 | 0.3620 | 31.03.07 | |
| | 54 | 0.5400 | 31.03.07 | |
| | 21A, 22A, 72A | 0.2438 | 31.03.07 | |
| | 21A, 22A, 72A | 0.2438 | 31.03.07 | |
| | 21A, 22A, 72A | 0.2438 | 31.03.07 | |
| | 21A, 22A, 72A | 0.2438 | 31.03.07 | |
| | 30 | 0.4820 | 31.03.07 | |
| | 31 | 0.6030 | 31.03.07 | |
| | 32 | 1.2560 | 31.03.07 | |
| | 23,24,27,25 | 0.9030 | 31.03.07 | |
| | 48 | 1.0120 | 31.03.07 | |
| | 33 | 1.0270 | 31.03.07 | |
| | 35 | 0.2690 | 27.04.07 | |
| | 20 | 0.0930 | 31.03.08 | |
| | 62,65 | 0.5550 | 05.12.07 | |
| | 51,48 | 1.3670 | 31.03.08 | |
| | 69, 70 | 0.3170 | 28.01.08 | |
| | 48,52 | 1.3380 | 31.03.08 | |
| | 67, 70 | 0.1690 | 26.03.08 | |
| | 35 | 0.5380 | 17.06.08 | |
| | 1073 (Kota) | 0.5060 | 13.08.08 | |
| | 35 | 0.2690 | 14.08.08 | |
| | 63 | 0.3320 | 29.09.08 | |
| | 1074 (Kota) | 0.3315 | 15.12.08 | |
| | 57 | 0.1810 | 31.03.09 | |
| | 47 | 0.7380 | 30.03.10 | |
| | 47 | 0.3690 | 30.03.10 | |
| | 51 | 0.4557 | 29.05.09 | |
| | 1075 (Kota) | 0.2800 | 30.05.09 | |
| | 1075 (Kota) | 0.1740 | 04.06.09 | |
| 1075 (Kota) | 0.2280 | 05.06.09 | | |
| 1075 (Kota) | 0.1740 | 08.06.09 | | |
| 90 (Bajna) | 0.4681 | 09.06.09 | | |
| 46 | 0.7960 | 30.03.10 | | |
| 34 | 0.5150 | 30.03.10 | | |
| 56 | 0.1830 | 30.03.10 | | |
| 33 | 0.5340 | 30.03.10 | | |
| 1075 (Kota) | 0.1740 | 04.11.09 | | |
| 1074 (Kota) | 0.3310 | 31.03.09 | | |
| 67-68 | 0.3960 | 04.08.09 | | |
| 156 | 0.3750 | 30.03.10 | | |
| 1072 (Kota) | 0.0721 | 05.12.09 | | |
| 69 | 0.7000 | 31.03.10 | | |
| TOTAL | 24.1824 | | | |

| Particulars & Address | Khasara No. (Current Khasara No.) | Area Hect. (Reg.) | Date of Registry/Land Introduced by Partner | Location |
|-----------------------|---|----------------------|--|---|
| Sri Radha Gulmohar | 129 | 0.9600 | 27.09.06 | Mauza Satoha asgarpur, Govardhan Road, Mathura |
| | 233, 234 | 1.1600 | 04.10.06 | |
| | 235 | 0.4650 | 04.10.06 | |
| | 236 | 0.4650 | 04.10.06 | |
| | 232 | 0.4650 | 04.10.06 | |
| | 2 | 0.7530 | 16.10.06 | |
| | 1 | 0.7530 | 16.10.06 | |
| | 189 | 0.5060 | 13.11.06 | |
| | 133 | 1.4525 | 13.12.06 | |
| | 133 | 1.4525 | 13.12.06 | |
| | 104 | 0.2110 | 16.12.06 | |
| | 103 | 0.2000 | 16.12.06 | |
| | 100 | 0.0500 | 20.12.06 | |
| | 99,101, 102 | 0.1500 | 21.12.06 | |
| | 27 | 0.7610 | 23.12.06 | |
| | 216, 217 | 0.3210 | 03.01.07 | |
| | 28 | 0.9950 | 03.01.07 | |
| | 91, 107 | 0.7270 | 07.03.07 | |
| | 111, 127, 112, 126, 113, 125, 128, 124 | 1.5010 | 12.03.07 | |
| | 24 | 0.4230 | 31.03.07 | |
| | 30, 200, 199 | 0.6784 | 31.03.07 | |
| | 188 | 0.2530 | 31.03.07 | |
| | 29 | 0.9950 | 31.03.07 | |
| | 72 | 0.4130 | 31.03.07 | |
| | 152 | 0.1240 | 31.03.07 | |
| | 30, 200, 199 | 0.6783 | 31.03.07 | |
| | 30, 200, 199 | 0.6783 | 31.03.07 | |
| | 172 | 0.7600 | 31.03.07 | |
| | 188 | 0.2530 | 31.03.07 | |
| | 25 | 1.2760 | 31.03.07 | |
| | 214 | 0.3450 | 01.04.06 | |
| | 210 | 0.3450 | 01.04.06 | |
| 137 | 0.3650 | 31.03.07 | | |
| 115 | 0.1620 | 31.03.07 | | |
| 161 | 0.3570 | 31.03.07 | | |
| 139 | 0.3650 | 31.03.07 | | |
| 251 | 0.1170 | 31.03.07 | | |
| 98 | 0.2640 | 31.03.07 | | |
| 218 | 0.3450 | 31.03.07 | | |
| 157 | 0.3030 | 31.03.07 | | |
| 140 | 0.5720 | 31.03.07 | | |
| 141, 156 | 0.6250 | 31.03.07 | | |

| Particulars & Address | Khasara No. (Current Khasara No.) | Area Hect. (Reg.) | Date of Registry/Land Introduced by Partner | Location |
|-----------------------|--------------------------------------|----------------------|--|---|
| | 254 | 0.3600 | 31.03.07 | Mauza Jaint Near G.L.A. College, NH-2, Distt. Mathura |
| | 94, 95 | 0.0510 | 31.03.07 | |
| | 117 | 0.6300 | 31.03.07 | |
| | 253 | 0.3720 | 31.03.07 | |
| | 116 | 0.1820 | 31.03.07 | |
| | 132 | 1.9890 | 31.03.07 | |
| | 78 | 0.1260 | 31.03.07 | |
| | 79 | 0.1260 | 31.03.07 | |
| | 118 | 0.1220 | 31.03.07 | |
| | 68 | 0.6830 | 31.03.08 | |
| | 67, 68, 69 | 0.7030 | 31.03.08 | |
| | 220 | 0.3210 | 31.03.08 | |
| | 221 | 0.3220 | 31.03.08 | |
| | 138 | 0.6880 | 31.03.08 | |
| | 22, 23 | 0.3370 | 19.06.07 | |
| | 33 | 0.9620 | 22.06.07 | |
| | 34 | 0.9690 | 22.06.07 | |
| | 31 | 0.9610 | 22.06.07 | |
| | 82 | 0.3847 | 11.07.07 | |
| | 82 | 0.7693 | 21.07.07 | |
| | 77 | 0.2520 | 31.03.08 | |
| | 89, 109 | 1.3260 | 31.03.08 | |
| | 71 | 0.6608 | 31.03.08 | |
| | 74 | 0.8260 | 31.03.08 | |
| | 71 | 0.1652 | 31.03.08 | |
| | 75 | 0.8260 | 15.05.08 | |
| | 76 | 0.8260 | 29.05.08 | |
| | 65 | 0.7590 | 20.06.08 | |
| | 155 | 0.3020 | 31.03.09 | |
| | 105 | 0.6350 | 29.07.08 | |
| | 458 | 0.6310 | 01.09.08 | |
| | 106 | 0.6310 | 03.10.08 | |
| | 119, 120, 121, 122 | 0.1345 | 31.03.09 | |
| | 523 | 0.3670 | 16.02.09 | |
| | 146, 148, 143 | 0.5165 | 20.04.09 | |
| | 245, 247 | 0.2351 | 20.04.09 | |
| | 492 | 0.6520 | 29.06.09 | |
| | 521 | 0.3670 | 20.01.10 | |
| | 473 | 1.0120 | 30.03.10 | |
| | 146, 148, 151, 150, 152, 245, 247 | 0.7969 | 10.02.10 | |
| | TOTAL | 47.0440 | | |

2. VEHICLES

(i) Car

| | | |
|------------------|-----------|--------------|
| Toyota Innova | Year 2006 | DL 7C G 1971 |
| Toyota Innova | Year 2006 | DL 7C G 2015 |
| Honda Accord | Year 2009 | UP 85 V 0002 |
| Mitubishi Pajero | Year 2009 | HR 29 W 3444 |

3. TELEPHONE / MOBILE SETS

4. OTHER ASSETS:

Air Conditioners, Computers, Printers, Marble cutting machine, Refrigerator, Photo state Machine, Voltage Stabilizer, Tools and all Equipments, and plant machinery, furniture, fixtures and fittings, cash and bank balances, investments, book debts, claims, security deposits, receivables, advances, stock in trade, inventories and other properties and assets tangible or intangible real and personal corporeal and incorporeal, in possession or in reversion, present and future, contingent or of whatsoever nature, wheresoever situated whether mentioned or not belonging to and owned by '**SJP Global**'.

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