

\*Table ☐ F as notified under schedule I of the companies Act, 2013 is applicable to the company

BYJUS INVESTMENTS PRIVATE LIMITED

A COMPANY LIMITED BY SHARES

Check if not applicable	Check if altered	Article No	Description
			<i>Interpretation</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>In these Articles, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below:</p> <p>(a) The Company or This Company Means BYJUS INVESTMENTS PRIVATE LIMITED.</p> <p>(b) The Act or This Act Means the Companies Act, 2013 and any rules, regulations, circulars and notifications framed and issued thereunder, to the extent notified and amended, modified or supplemented from time to time.</p> <p>(c) Annual General Meeting Means a General Meeting of the Members held in accordance with the provisions of Section 96 of the Act.</p> <p>(d) Board of Directors or Board Means the collective body of the Directors of the Company.</p> <p>(e) Book and Paper and Book or Paper Include Books of Account, Deeds, Vouchers, Writings, Documents, Minutes and Registers maintained on paper or in electronic form.</p> <p>(f) Charter Documents Shall mean jointly the Memorandum and the Articles.</p> <p>(g) Chairman Means Chairman of the Board of Directors of the Company for the time being, who will also act as Chairman of General Meetings.</p> <p>(h) Chief Executive Officer Means an Officer of the Company, who has been designated as such by it.</p> <p>(i) Chief Financial Officer: Means a person appointed as the Chief Financial Officer of the Company.</p> <p>(j) Country or India Means the Republic of India.</p> <p>(k) Debenture Includes debenture stock, bonds or any other instrument of the Company evidencing a debt, whether constituting a charge on the assets of the Company or not.</p> <p>(l) Depository Means a depository as defined in clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996.</p>

		<p>(m) Director Means a Director appointed to the Board of the Company.</p> <p>(n) Dividend Includes any Interim Dividend.</p> <p>(o) Document Includes Summons, Notice, Requisition, Order, Declaration, Form and Register, whether issued, sent or kept in pursuance of the Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.</p> <p>(p) Employees' Stock Option Means the option given to the Directors, Officers or Employees of a Company or of the Holding Company or Subsidiary Company or Companies, if any, which gives such Directors, Officers or Employees, the benefit or right to purchase, or to subscribe for, the shares of the Company at a future date at a pre-determined price.</p> <p>(q) Equity Shares Shall mean the equity shares of the Company.</p> <p>(r) Extraordinary General Meeting Means general meeting of Members duly called and constituted and any adjourned holding thereof, other than Annual General Meeting.</p> <p>(s) Financial Institution Includes a Scheduled Bank, and any other financial institution defined or notified under the Reserve Bank of India Act, 1934.</p> <p>(t) Financial Year Means the period ending on the 31st day of March every year, and where it has been incorporated on or after the 1st day of January of a year, the period ending on the 31st day of March of the following year, in respect whereof financial statement of the Company is made up or such other period as may be determined by the Board, with the consent of the relevant court, to be the financial year for the Company.</p> <p>(u) Gender Words importing the masculine gender also include the feminine gender.</p> <p>(v) General Meeting Shall mean either an extraordinary general meeting of the Company's Shareholders or the annual general meeting of the Company's Shareholders;</p> <p>(w) Governmental Authority Shall mean any statutory authority, government department, agency, commission, board, tribunal, court, quasi-judicial bodies, or other entity in India authorized to make Laws.</p> <p>(x) Key Managerial Personnel Means-</p> <ul style="list-style-type: none"> <li>(i) the Chief Executive Officer or the Managing Director or the Manager;</li> <li>(ii) the Company Secretary;</li> <li>(iii) the Whole-time Director;</li> <li>(iv) such other officer, not more than one level below the Directors who is in Whole-time Employment, designated as Key Managerial Personnel by the Board; and</li> <li>(v) such other Officer as may be prescribed.</li> </ul> <p>(y) Manager Means an individual who, subject to the superintendence, control and direction of the Board of Directors, has the management of the whole, or substantially the whole, of the affairs of the company, and includes a director or any other person occupying the position of a manager, by whatever name called, whether under a contract of service or not.</p> <p>(z) Managing Director Means a Director who, by virtue of these Articles of the Company or an Agreement with the Company or a Resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the Company and includes a director occupying the position of managing director, by whatever name called.</p>
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		<p>(aa) Member Means-</p> <p>(i) the subscriber to the Memorandum of the Company who shall be deemed to have agreed to become Member of the Company, and on its registration, shall be entered as Member in its Register of Members;</p> <p>(ii) every other person who agrees in writing to become a Member of the Company and whose name is entered in the Register of Members of the Company;</p> <p>(iii) every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository.</p> <p>I (bb) Memorandum Means the Memorandum of Association of the Company as originally framed or as altered from time to time in pursuance of this Act.</p> <p>(cc) Month Means a Calendar Month.</p> <p>(dd) National Holiday Means and includes a day declared as National Holiday by the Central Government.</p> <p>(ee) Office Means the Registered Office for the time being of the Company.</p> <p>(ff) Officer Includes any Director, Manager or Key Managerial Personnel or any person in accordance with whose directions or instructions the Board of Directors or any one or more of the Directors is or are accustomed to act.</p> <p>(gg) Ordinary or Special Resolution Means an Ordinary Resolution, or as the case may be, Special Resolution referred to in Section 114 of the Companies Act, 2013.</p> <p>(hh) Person Shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law.</p> <p>(ii) Proxy Includes Attorney duly constituted under a Power of Attorney.</p> <p>(jj) Register of Companies Means the Register of Companies maintained by the Registrar on paper or in any electronic mode under the Act.</p> <p>(kk) Registrar Means a Registrar, an Additional Registrar, a Joint Registrar, a Deputy Registrar or an Assistant Registrar, having the duty of registering companies and discharging various functions under the Act.</p> <p>(ll) Relative With reference to any Person, means anyone who is related to another, if-</p> <p>(i) they are Members of a Hindu Undivided Family;</p> <p>(ii) they are Husband and Wife; or</p> <p>(iii) one person is related to the other in such manner as may be prescribed under the Act.</p> <p>(mm) Seal Means the Common Seal for the time being of the Company.</p> <p>(nn) Secretarial Standards Shall mean Secretarial Standards issued by the Institute of Company Secretaries of India (ICSI) constituted under Section 3 of the Company Secretaries Act, 1980 and approved by the Central Government.</p> <p>(oo) Securities Means the Securities as defined in clause (h) of Section 2 of the Securities Contracts (Regulation) Act, 1956.</p> <p>(pp) Securities and Exchange Board Means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.</p>
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		<b>Share capital and variation of rights</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Authorized Share Capital:</p> <p>The Authorized Share Capital of the Company shall be such Amount and be divided into such number of</p>

		II 1	Shares, as may, from time to time, be provided or stated in the Clause 5 of Company's Memorandum of Association, with power to increase or reduce the capital in accordance with the Company's regulations and legislative provisions for the time being in force in that behalf with the powers to divide the share capital, whether original increased or decreased into several classes and attach thereto respectively such ordinary, preferential or special rights and conditions in such a manner as may for the time being be provided by the Regulations of the Company and allowed by law.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2	<p>Shares at the Disposal of Directors:</p> <p>The shares in the Capital of the Company for the time being shall be under the control of Directors, who may allot or otherwise dispose off 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 compliance with the relevant provisions of the Act) as bonus shares or as sweat equity or at a discount and at such times as they may from time to time think fit and proper and with full power to give to any person the option to call for or be allotted shares of any class of the Company either at par, or at premium, or subject as aforesaid at discount, such option being exercisable at such times and for such consideration as the Directors think fit.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3	<p>Variation of Rights of Shareholders:</p> <p>(a) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48 of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at the separate meeting of the holders of the shares of that class.</p> <p>To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply. The necessary quorum for such meetings shall be two persons at least holding or representing by proxy one-third of the issued shares of the class in question.</p> <p>(b) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	<p>Issue of Shares: Private Placement, Preferential Allotment, Rights Offer and Shares with Differential Voting Rights:</p> <p>(a) The Company may, subject to the provisions contained in (i) Section 62 of the Act; and (ii) these Articles, issue Securities on a Preferential basis to any person.</p> <p>(b) The Company shall also subject to the provisions contained in (i) Section 42 of the Act; and (ii) these Articles, make Private Placement of its Securities.</p> <p>(c) The Company may, subject to the provisions contained in (i) Section 62 of the Act; and (ii) these Articles, issue Securities on a Rights basis to the existing Shareholders and to any other person as per the provisions contained in Section 62(1)(a)(iii).</p> <p>(d) A Shareholder of the Company shall be entitled to renounce the shares offered to him under Section 62 of the Act to the Member of the Company or to any other Person.</p> <p>(e) The Company may, in a General Meeting, by an Ordinary Resolution, has the power to issue Equity Shares with differential rights as to dividend, voting, or otherwise in accordance with the provisions of Sections 43, 47 and 48 of the Act and any other applicable provisions of the Act (including any other law or statutory modifications and re-enactment, for the time being in force). The Company may issue Equity Shares which may carry differential rights as to dividend or voting or both.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Issue of Preference Shares and provisions relating to Conversion / Redemption thereof:</p> <p>The Company may, in a General Meeting, by a Special Resolution, has the power to issue Preference Shares in accordance with the provisions of Sections 43 and 55 of the Act and any other applicable provisions of the Act (including any other law or statutory modifications and re-enactment, for the time being in force):</p> <p>(a) Subject to the provisions of the Act, the Preference Shares so issued, which are at the option of the Company or the Preference Shareholders, as the case may be, liable to be redeemed or converted into Equity Shares and the Special Resolution authorizing such issue shall prescribe the manner, terms and conditions of such redemption and/or conversion.</p> <p>(b) Subject to the provisions of the Act any Preference Shares are issued which are or at the option of the Company, are liable to be redeemed / converted, the following provisions shall apply and take effect:</p> <p>(i) No such Shares shall be redeemed except out of the Profits of the Company which would otherwise be available for Dividend or out of the proceeds of a fresh issue of Shares made for the purposes of the</p>

		<p>redemption.</p> <p>(ii) No such Shares shall be redeemed unless they are fully paid.</p> <p>(iii) The premium, if any, payable on redemption must be provided for out of the profits of the Company or out of the Company's Securities Premium Account before the Shares are redeemed.</p> <p>(iv) Where such shares are proposed to be redeemed out of the profits of the Company, there shall, out of such profits, be transferred, a sum equal to the nominal amount of the shares to be redeemed, to a reserve, to be called the Capital Redemption Reserve Account, and the provisions of this Act relating to reduction of share capital of a company shall, except as provided in this section, apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company.</p> <p>(v) In case of conversion of preference shares into equity shares, they may be so converted at par or at a premium, at any time, as may be decided by the Board, subject to any applicable regulations or sanctions that may be in force at the time. Upon conversion into Equity Shares, the right to receive arrears of dividend, if any, on the preference shares upto the date of conversion shall devolve on the holder of the Equity Shares registered with the Company on the date prescribed in the declaration of the said dividend.</p> <p>(c) Subject to the provisions of Section 55 of the Act and these Articles, the redemption of preference shares hereunder may be effected in accordance with terms and conditions, in such manner as the Directors may think fit.</p> <p>(d) The Capital Redemption Reserve Account may, notwithstanding anything in this Article, be applied by the Company, in paying up unissued shares of the Company to be issued to members of the Company as fully paid bonus shares.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Issue of Share of Share Certificates:</p> <p>(a) Every person whose name is entered as a Member in the Register of Members shall be entitled to receive within Two (2) months after Incorporation, in case of Subscribers to the Memorandum or after Allotment or within One (1) month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided-</p> <p>(i) One certificate for all his shares without payment of any Charges; or</p> <p>(ii) Several certificates, each for one or more of his shares, upon payment of Rs. 20/- (Rupees Twenty Only) for every certificate after the first.</p> <p>(b) Every certificate shall specify the shares to which it relates and the amount paid up thereon and shall be issued under the Common Seal, if any, of the Company or signed by two Directors or by a Director and the Company Secretary, wherever the Company has appointed a Company Secretary.</p> <p>(c) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than One (1) Certificate, and delivery of a Certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Loss or Destruction of Certificate and Others:</p> <p>(a) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new Certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of Rs. 20/- (Rupees Twenty Only) for each Certificate.</p> <p>(b) Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.</p> <p>(c) The provisions of this Articles shall mutatis mutandis apply to debentures of the Company.</p> <p>Fractional Certificates:</p> <p>The Board shall have full power-</p> <p>(a) To make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares or debentures becoming distributable in fractions; and also</p> <p>(b) To authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalization, or (as the case may require) for the payment by the Company</p>

			on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Joint Ownership:</p> <p>(a) (i) The Company shall register not less than Two (2) persons as joint holders of any shares.  (ii) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than One (1) Certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.</p> <p>8 (b) (i) The joint holders of a share shall jointly and severally be liable to pay all calls in respect thereof.  (ii) Any dividend, interest or other moneys payable in cash in respect of shares may be paid to the order of the Registered holder or to his bankers by any mode, or by Cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named in the register of members, or to such person and to such address as the holder or joint holders, may, in writing direct.  (iii) Any one of two or more joint holders of shares may give effectual receipts for any dividend, bonus or any other sum payable in respect of such share.</p>
			<b>Lien</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9	The Company shall have a first and paramount lien upon all the shares (not being fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for his debts, liabilities and engagements (whether presently payable or not,) solely or jointly with any other persons to or with the Company, whether the period for the payment, fulfillment, or discharge thereof shall have actually arrived or not. And such lien shall extend to all dividends from time to time declared in respect of such shares subject to Section 124 of the Act and bonuses declared from time to time in respect of such shares under the Act. The Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	11	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12	
			<b>Calls on shares</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13	<p>(a) (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:</p> <p>Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than One (1) month from the date fixed for the payment of the last preceding call.</p> <p>(ii) Each member shall, subject to receiving at least Fourteen (14) days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.</p> <p>(iii) A call may be revoked or postponed at the discretion of the Board.</p> <p>(b) A call shall be deemed to have been made at the time when the Resolution of the Board authorising the call was passed and may be required to be paid by instalments.</p> <p>(c) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.</p> <p>(d) (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at Ten (10%) per cent per annum or at such lower rate, if any, as the Board may determine.  (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.</p> <p>(e) (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such</p>

			<p>sum becomes payable</p> <p>(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</p> <p>(f) Subject to the Provision of Section 49 of the Act, the Board of Directors:</p> <p>(i) May, if it thinks fit, receive from any member willing to advance the same, all or any part of the money uncalled and unpaid upon any share held by him, and</p> <p>(ii) Upon all or the moneys so advanced, may (until the same would, but for such advance become presently payable) pay interest at such rate not exceeding, unless the Company in General Meeting shall otherwise direct, eighteen percent per annum, as may be agreed upon between the Board of Directors and the member paying the sum in advance.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	15	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	16	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	18	
			<b><i>Transfer of shares</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	19	<p>(a) Subject to the restrictions of these Articles, securities shall be transferable, unless a proper instrument of transfer has been duly stamped and executed by the transferor and/or the transferee as may be permissible under the Act and as required by the Board and has been delivered to the Company along with the certificate/s to be transferred and such other evidence (if any) as the Board may require to process the title of the intending transferor and shall otherwise comply with the relevant provisions of the Act.</p> <p>(b) Refusal for Transfer of Shares The Directors shall not be bound or required to state their reasons for any refusal/decline based on the following grounds:</p> <p>(i) Subject to the provisions of Sections 58 and 59 of the Act, the Directors may in their absolute discretion refuse/decline to register the transfer of a share-</p> <ul style="list-style-type: none"> <li>- Where the Company has lien on that Share;</li> <li>- Where the Shares are not fully paid-up Shares;</li> <li>- Where the proposed transferee is indebted, or under any liability to the Company;</li> <li>- Where Directors are of the opinion that the proposed transferee is not a desirable person;</li> <li>- Where the Transfer is in contravention of any Articles hereof..</li> </ul> <p>(ii) The Board may decline to recognise any instrument of transfer unless-</p> <ul style="list-style-type: none"> <li>- the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of Section 56;</li> <li>- the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and</li> <li>- the instrument of transfer is in respect of only one class of shares.</li> </ul> <p>(c) Suspension of Registration of Transfer On giving not less than Seven (7) days' previous notice in accordance with Section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:</p> <p>Provided that such registration shall not be suspended for more than Thirty (30) days at any one time or for more than forty-five days in the aggregate in any year.</p> <p>(d) Subject to the approval of the Board the Shares may be transferred by any Member to any Person, whether member or not.</p>



<input checked="" type="checkbox"/>	<input type="checkbox"/>	20	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	21	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	22	
			<b>Transmission of shares</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	23	<p>(a) (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares.</p> <p>(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</p> <p>(b) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either-</p> <p>(i) To be registered himself as holder of the share; or</p> <p>(ii) To make such transfer of the share as the deceased or insolvent member could have made.</p> <p>(c) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.</p> <p>(d) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating his intention along with evidence as may be required by the Board.</p> <p>(e) If the person aforesaid elects to transfer the share, he shall testify his election by executing a transfer in respect of the share.</p> <p>(f) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice of transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice of transfer were a transfer signed by that member.</p> <p>(g) Right to receive Dividend in case of Transmission A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:</p> <p>Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	24	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	25	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	26	
			<b>Forfeiture of shares</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>(a) If money payable on Shares not paid, Notice to be given to Member: If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter, during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.</p> <p>(b) Form of Notice:</p>

		27	<p>The Notice aforesaid shall</p> <p>(i) Name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and</p> <p>(ii) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.</p> <p>(c) In default of Payment, Shares to be Forfeited: If the requirements of any such notice as aforesaid shall not be complied with, any share in respect of which such notice has been given, may at any time thereafter before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.</p> <p>(d) Notice of Forfeiture on a Member: When any share shall have been so forfeited, notice of the forfeiture 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 of members, but no forfeiture shall in any manner invalidate any omission or neglect to give such notice or to make any such entry as aforesaid.</p> <p>(e) Forfeited Share to be Property of the Company and may be Reissued, etc.: (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.</p> <p>(f) Members Liability after Forfeiture: (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares. (ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.</p> <p>(g) Evidence of Forfeiture: A duly verified declaration that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles on the date stated in the declaration, shall be conclusive evidence of the facts thereon stated as against all persons claiming to be entitled to the share.</p> <p>(h) Validity of Sale: (i) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of. (ii) The transferee shall thereupon be registered as the holder of the share. (iii) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.</p> <p>(i) Cancellation of Share Certificates in respect of Forfeited Shares: Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the persons entitled thereto.</p> <p>(j) Power to Annul Forfeiture: The Board may, at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions it thinks fit.</p> <p>(k) Provision of Forfeiture in other Cases: The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	28	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	29	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	30	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	31	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	32	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	33	
			<b><i>Alteration of capital</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	34	<p>The Company may, in a General Meeting, by an Ordinary Resolution, has the power to alter the conditions of the Memorandum of Association as follows in accordance with the provisions of Sections 43 and 61 of the Act and any other applicable provisions of the Act (including any other law or statutory modifications and re-enactment, for the time being in force):</p> <p>(a) Increase its Authorized Share Capital by such amount as it think expedient and to divide the Shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be permitted by law or as may be determined by or in accordance with the Articles for the time being in force, and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by law or as may be provided by the Articles for the time being in force. Such shares may be issued with preferential or qualified right as to dividends and in the distribution of assets by the Company or with or without right of voting at General Meetings of the Company in conformity with the relevant provisions of the Act</p> <p>(b) Consolidate and divide all or any of the share capital into shares of larger amount than its existing shares;</p> <p>(c) Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;</p> <p>(d) Sub-divide its existing shares or any of them into shares of smaller amount than is originally fixed by the Memorandum, so however that in the sub-division, the proportion between the amounts paid and the amounts if any, unpaid on each reduced share shall be the same as if it was in the case of the share from which the reduced share is derived;</p> <p>(e) Cancel any shares, which, at the date of passing of the resolution at such General Meeting, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	35	<p>Reduction of Share Capital:</p> <p>The Company may, in a General Meeting, by a Special Resolution, subject to the provisions of Section 66 and any other applicable provisions of the Act (including any other law or statutory modifications and re-enactment, for the time being in force) has the power to reduce in any manner for the time being authorized by law:</p> <p>(a) its Share Capital; or</p> <p>(b) any Capital Redemption Reserve Account; or</p> <p>(c) any Share Premium Account.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	36	<p>Where shares are converted into stock, --</p> <p>(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.</p> <p>(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.</p>

			(c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stock-holder respectively.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	37	<p>The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --</p> <p>(a) its share capital;</p> <p>(b) any capital redemption reserve account; or</p> <p>(c) any share premium account.</p>
			<b>Capitalisation of profits</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	38	<p>(i) The company in general meeting may, upon the recommendation of the Board, resolve --</p> <p>(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and</p> <p>(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p> <p>(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards --</p> <p>(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;</p> <p>(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);</p> <p>(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;</p> <p>(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	39	<p>(a) Whenever such a resolution as aforesaid shall have been passed, the Board shall-</p> <p>(i) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and</p> <p>(ii) generally do all acts and things required to give effect thereto.</p> <p>(b) The Board shall have power-</p> <p>(i) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and</p> <p>(ii) to authorise any person to enter, on behalf of all the members entitled there to, into an agreement with the company providing for the allotment to them respectively, credited a fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;</p> <p>(c) Any agreement made under such authority shall be effective and binding on such members.</p>
			<b>Buy-back of shares</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	40	Notwithstanding anything contained in these articles but subject to the provisions of Sections 68 to 70 and any other applicable provisions of the Act (including any other law or statutory modifications and re-enactment, for the time being in force), the Company may, at any time and from time to time, purchase its own Shares or other specified Securities in such manner and upon such terms and conditions as may be prescribed.
			<b>General meetings</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Annual General Meeting:</p> <p>(a) Subject to the provisions of the Act so far as applicable, the Company shall in each year hold, in addition to any other meetings, a General Meeting as its Annual General Meeting at such intervals in accordance with the provisions of the Act and there shall not be more than Fifteen (15) months gap between the date of one annual general meeting of a Company and that of the next:</p> <p>Provided that in case of the First Annual General Meeting, it shall be held within a period of Nine (9) months from the date of closing of the first financial year of the Company and in any other case, within a period of Six (6) months, from the date of closing of the financial year.</p> <p>(b) Every Annual General Meeting shall be called during business hours, that is, between 9 a.m. (IST) and 6 p.m. (IST) on any day that is not a National Holiday and shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company</p>

		<p>is situate.</p> <p>Provided that Annual General Meeting of the Company may be held at any place in India if consent is given in writing or by electronic mode by all the members in advance.</p> <p>Extraordinary General Meeting:</p> <p>All meetings other than Annual General Meetings shall be called Extraordinary General Meetings. Subject to the provisions of Section 100 of the Act, the Board may, whenever it deems fit, call an Extraordinary General Meeting of the Company.</p> <p>Notice for General Meetings:</p> <p>41 (a) A General Meeting may be called by giving not less than clear Three (3) days' notice in writing or through electronic mode in such manner as may be prescribed.</p> <p>Provided that a general meeting may be called after giving shorter notice than that specified in this sub-section if consent, in writing or by electronic mode, is accorded thereto-</p> <p>(i) in the case of an annual general meeting, by not less than ninety-five per cent. of the members entitled to vote thereat; and</p> <p>(ii) in the case of any other general meeting, by members of the company;</p> <p>(a) holding, if the company has a share capital, majority in number of members entitled to vote and who represent not less than ninety-five per cent. of such part of the paid-up share capital of the company as gives a right to vote at the meeting; or</p> <p>(b) having, if the company has no share capital, not less than ninety-five per cent. of the total voting power exercisable at that meeting:</p> <p>Provided further that where any member of a company is entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members shall be taken into account for the purposes of this sub section in respect of the former resolution or resolutions and not in respect of the latter.</p> <p>(b) Every notice of a Meeting shall specify the place, date, day and the hour of the Meeting and shall contain a statement of the business to be transacted at such Meeting.</p> <p>(c) The notice of every Meeting of the Company shall be given to-</p> <p>(i) every Member of the Company, Legal Representative of any deceased Member or the assignee of an insolvent Member;</p> <p>(ii) the Auditor or Auditors of the Company; and</p> <p>(iii) every Director of the Company</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Omission to give Notice:</p> <p>Any accidental omission to give such notice to, or the non-receipt of such notice by, any Members or other Person who is entitled to such Notice for any Meeting, shall not invalidate the Proceedings or the Resolutions of the Meeting.</p> <p>Explanatory Statement:</p> <p>42 An Explanatory Statement in respect of special items of business as required under the Act need not be annexed to or sent with notice of any General Meeting.</p> <p>Video Conference Meetings or other permissible Electronic mode of Meetings:</p> <p>Notwithstanding anything contrary contained in the Articles of Association, the Shareholder(s) may participate in Meetings through Video Conference facility and/or other permissible Electronic mode. Such participation by the Shareholder(s) at Meetings through Video Conference facility and/or use of other permissible Electronic mode shall be governed by such Legal or Regulatory provisions as applicable to the Company for the time being in force.</p>
		<b><i>Proceedings at general meetings</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>43 The quorum for purposes of any General Meeting shall be Two (2) Members, whether personally present or present through Proxy. In case any of such Two (2) Members is a Body Corporate, by a Representative appointed under the provisions of the Act and is entitled to vote thereat.</p> <p>Provided that a Shareholder participating in a Meeting through use of Video Conference or any other permissible electronic mode of communication shall be counted for the purpose of quorum in accordance with</p>

			the Regulatory provisions as applicable to the Company for time being in force.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	44	Any Company or Body Corporate which is a Member of the Company shall be entitled to appoint by instrument in writing, such person as it thinks fit to act as its Representative or Nominee at any Meeting of the Company held in pursuance of the Act. A person authorized as aforesaid shall be entitled to exercise the same right and powers including the right to vote by proxy and by postal ballot, if it were an individual Member, Creditor or holder of Debentures of the Company.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	45	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	46	
			<b>Adjournment of meeting</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	47	<p>(i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.</p> <p>(ii) 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>(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p>
			<b>Voting rights</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	48	Every member holding Equity Shares entitled to vote and present in person shall have one vote upon show of hands unless a poll is demanded under Section 109 or the voting is carried out electronically and every member holding Equity Shares entitled to vote and present in person or by proxy shall have one vote for every share held by him or her upon poll.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	49	No member shall be entitled to be present and to vote either personally or otherwise at any General Meeting be reckoned for the purposes of quorum unless all calls or other sums presently payable by him in respect of the shares have been paid seven days prior to the date of the General Meeting in regard to which the company has exercised any right of lien.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	50	The Chairman of any Meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the time of taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	51	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	52	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	53	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	54	
			<b>Proxy</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	55	In respect of any General Meeting or Meetings of any class of Members of the Company, Proxy need not be a Member of the Company.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	56	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the Registered Office of the Company before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	57	
			<b>Board of Directors</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	58	The number of Directors shall not be less than Two (2) and not more than Fifteen (15) including all kinds of Directors.

			Provided the Company may appoint more than Fifteen (15) Directors after obtaining approval of the Members of the Company in General Meeting by a Special Resolution.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	59	<p>First Directors:</p> <p>(a) The First Directors of the Company shall be:</p> <p>(i) Mr. BYJU RAVEENDRAN; (ii) Mr. RIJU RAVINDRAN; and (iii) Ms. DIVYA GOKULNATH</p> <p>(b) The first Directors of the Company shall be permanent Directors and shall not be liable to retire by rotation and they shall hold office for life or till they voluntarily resign from office.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	<p>Provisions Re: Directors, Additional Directors, Alternate Directors etc.,:</p> <p>(a) The other Directors may be appointed by the Company at a General Meeting without prejudice to the right of the Board of Directors to co-opt one or more persons to be Directors under Article (c) infra, whose term of office as Director shall be decided by the authority appointing such Director.</p> <p>(b) The other Directors so appointed cannot be removed before the expiry of their term except by means of an Ordinary Resolution of the Company passed in General Meeting after giving Special Notice for the same.</p> <p>(c) Subject to the provision of Section 161 of the Act, the Board shall have power to appoint one or more persons to be Additional Directors but however, the total number of Directors on the Board including lifetime Directors, shall not exceed the maximum number fixed hereinabove.</p> <p>(d) The Board shall have power to appoint Alternate Directors.</p> <p>(e) Any casual vacancy occurring in the constitution of Board of Directors may be filled up by the Directors, but the person so appointed shall hold office only upto which the Director in whose place he is appointed would have held office if it had not been vacated as aforesaid.</p> <p>(f) The Directors shall not be required to hold any Qualification Shares.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	61	<p>Special Directors and their Rights/Duties:</p> <p>(a) The Company shall subject to the provisions of the Act be entitled to agree with any person, firm or corporation, that he or it shall have the right to appoint his or its nominee or nominees on the Board of Directors of the Company on such terms and conditions as the Company may deem fit. Such nominees and their successor in office appointed under this Article shall be called Special Directors of the Company.</p> <p>(b) The Special Director appointed under the provisions of sub-clause (a) hereof shall not be liable to retire by rotation and shall not be required to hold any qualification shares. As and when a Special Director vacates office by death, resignation or otherwise, the person, firm or corporation who or which appointed such Director may appoint any other Director in his place. A Special Director may, at any time by notice in writing to the Company, resign his office. Subject as aforesaid, the Special Director shall be entitled to the same rights and privileges and shall be subject to the same obligations as per the Act as any other Director of the Company.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	62	<p>Nominee Directors and their Rights/Duties:</p> <p>Subject to the provision of Section 161(3) of the Act and notwithstanding anything to the contrary contained in these Articles, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement with any Shareholder/Investor by virtue of the shareholding in the Company. The nominee directors shall exercise their powers and perform their duties in accordance with the provisions of the Act and the agreement executed with the Company.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Alternate Directors and their Rights/Duties:</p> <p>Any Director may appoint a person or any of his Relative (as defined in the Act), to be an Alternate Director to act for himself during his absence from the state in which the meetings of the Board are ordinarily held, provided such absence shall not be for a period of less than three months. 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 directors and to attend and vote thereat, but he shall ipso facto vacate office if and when the Original Director returns to the said state or such original Director vacates office as a Director.</p> <p>Managing Director or Manager and Provisions thereof:</p> <p>(a) Subject to the provisions of Act a Managing Director or a Manager shall be appointed and the terms and conditions of such Appointment and Remuneration payable shall be approved by the Board of Directors or Shareholders at a General Meeting. The Board of Directors or Shareholders have the power to vary the terms</p>

		<p>and conditions of such Appointment and Remuneration in accordance with the provisions thereto.</p> <p>(b) The Managing Director, subject to the provisions of the Act and these articles, shall, except in respect of matters over which the powers are entrusted to and conferred upon the Chairman, be entitled to the management of the whole of the affairs of the Company and he shall exercise his powers as such Managing Director subject to the superintendence, control and direction of the Board of Directors of the Company.</p> <p>(c) The Managing Director may be authorized by the Board to sub-delegate such of his powers as he may think fit to other officers subordinate to him and such sub-delegation of powers made by the Managing Director shall be reported at the meeting of the Board immediately following the date of each such sub-delegation.</p> <p>(d) The Managing Director while continuing to hold that office shall not be subject to retirement by rotation but subject to the same provision as to resignation and removal as other directors of the Company and shall ipso facto cease to be the Managing Director on ceasing to hold the Office of Director for any cause.</p> <p>(e) The remuneration of a Managing Director shall, subject to the provision of any contract with the Company in that behalf, be, from time to time, fixed by the Directors and may be by way of a fixed salary or commission and/or in any other mode and may be in addition to the remuneration for attendance at the Board Meeting any other remuneration which may be provided under any other clause.</p> <p>(f) The Directors may, from time to time, subject to the provisions of the Act, entrust to or confer upon the Managing Director for the time being such of the powers exercisable by the Directors under these presents or by laws, as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions, as they may think expedient, and they may confer such powers either collaterally with or to the exclusion of or in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>63</p> <p><b>POWERS AND RESPONSIBILITIES OF DIRECTORS</b></p> <p>The Board of Directors of the Company shall be entitled to exercise all such powers, and to do all such acts and things, as the Company is authorised to exercise and do:</p> <p>Provided that in exercising such power or doing such act or thing, the Board shall be subject to the provisions contained in that behalf in this Act, or in the Memorandum or Articles, or in any regulations not inconsistent therewith and duly made thereunder, including Regulations made by the Company in General Meeting:</p> <p>Provided further that the Board shall not exercise any power or do any act or thing which is directed or required, whether under this Act or by the Memorandum or Articles of the Company or otherwise, to be exercised or done by the Company in General Meeting.</p> <p>The powers and responsibilities of Directors of the Company shall be as per the provisions of Section 179 and 180 of the Act.</p> <p>64</p> <p><b>General Powers of Directors:</b></p> <p>The Board of Directors may at any time and from time to time authorise by a Board Resolution any person or persons to be representative for the Company for such purposes and with such power, authorities or discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment (if the Directors think fit) be made in favour of any Company or members, directors, nominees or managers of any Company or firm or otherwise in favour of any floating body of persons whether nominated directly or indirectly by the Directors and any such Board Resolution may contain any such powers for protection and convenience of persons dealing with such representation as the Directors may think fit and the representative as aforesaid has the Power to sub-delegate all or any of such powers to any of the persons authorised and the discretion for the time being vested in them.</p> <p><b>Opening and Operation of Bank Accounts:</b></p> <p>The Directors shall have the power to open Bank Accounts, and to operate the Bank Accounts on behalf of the Company and to receive payments, make endorsements, draw and accept negotiable instruments, haudies and bills or may authorise any other person or persons to exercise such powers.</p>
		<p><b><i>Proceedings of the Board</i></b></p>



<input type="checkbox"/>	<input checked="" type="checkbox"/>	65	<p>Meetings and Frequency thereof:</p> <p>The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. The Schedule of Meetings shall be as decided by the Board from time to time.</p> <p>The Company shall hold the First Meeting of the Board of Directors within Thirty (30) days of the date of its incorporation and thereafter hold a minimum number meetings of its Board of Directors every year in accordance with the provisions of the Act.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	66	<p>Notice of the Meeting:</p> <p>A meeting of the Board shall be called by giving not less than Seven (7) days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.</p> <p>Provided that a Meeting of the Board may be called at Shorter Notice to transact urgent business subject to the provisions of the Act or the relevant Secretarial Standards.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	67	<p>Quorum:</p> <p>The quorum for a Meeting of the Directors, shall be 2 (Two) Directors or such other higher Number as may be prescribed under the provisions of the Act.</p> <p>Provided that a Director participating in a Meeting through use of Video Conference or any other permissible Electronic mode shall be counted for the purpose of quorum in accordance with the Regulatory provisions as applicable to the Company for time being in force.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	68	<p>Video Conference Meetings or other permissible Electronic mode of Meetings:</p> <p>Subject the provisions of the Act and these Articles, a Meeting of Board of Directors may be held by Video Conference facility and/or other permissible Electronic mode.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	69	<p>Circular Resolution:</p> <p>(i) Save as otherwise expressly provided in the Act, no Resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by Circulation, unless the Resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or Members of the Committee, as the case may be, at their addresses registered with the Company in India by hand delivery or by post or by courier, or through such electronic means as may be prescribed and has been approved by a majority of the Directors or Members, who are entitled to vote on the resolution:</p> <p>Provided that, where not less than Two (2) of the total number of Directors of the Company for the time being require that any Resolution under circulation must be decided at a Meeting, the Chairperson shall put the resolution to be decided at a Meeting of the Board.</p> <p>Also provided that, in the event of approval or of the signature of any one or more of Directors to any such Resolutions being on different dates, the said Resolutions shall be deemed to be passed on the approval or signature of Director signing last.</p> <p>(ii) A resolution by circulation shall be noted at a subsequent Meeting of the Board or the committee thereof, as the case may be, and made part of the minutes of such Meeting.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	70	<p>CHAIRMAN OF THE BOARD / COMPANY</p> <p>Election of Chairman and Provisions thereof:</p> <p>(a) The Chairman of the Board may be chosen by the Directors, who shall determine the period for which he is to hold office. The Chairman so appointed shall preside over the Meetings of Directors as well as Shareholders.</p> <p>(b) If at any Meeting, the Chairman, so appointed, is not present within Fifteen Minutes after the time appointed for holding such Meeting, the Directors or Members as the case may be present shall choose one of their Members as Chairman and if no Director is present or all the Directors present decline to take the Chair, then Members personally present shall elect one of themselves to act as Chairman of the Meeting on a show of hands.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>REMUNERATION, SITTING FEES &amp; OTHER EXPENSES TO DIRECTORS</p> <p>(a) The remuneration of Directors shall from time to time be determined by the Board of Directors of the Company and may be by way of fees for meetings attended or monthly payments or otherwise as may be fixed</p>

		71	<p>by the Board.</p> <p>(b) In addition to the remuneration payable as above, the Company may allow or pay to any Director who is not a bonafide resident of the place where a meeting is held and who shall come to such place for the purpose of attending the meeting, such sum as the Board may consider fair compensation for traveling, hotel and other expenses properly incurred by him:</p> <p>(i) in attending and returning from the meeting of the Board of Directors or of any Committee or General Meeting of the Company; or</p> <p>(ii) in connection with the business of the Company.</p> <p>(c) If any Director shall be called upon to reside out of his usual place of business on the Company's business or otherwise to perform extra services or make special exertion or effort, the Board may arrange with such Director for such special remuneration for such extra services or special exertions either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration above provided.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	72	<p><b>BORROWING POWERS</b></p> <p>Subject to the provisions of Section 73 and 179 of the Act and Regulations made there under and Directions issued by any competent Authority, the Board of Directors from time to time, at their discretion, borrows or raises funds for the Company. The Directors may raise or secure the repayment of such manner and upon such terms and conditions in all respects as they think fit and in particular, by issue of bonds, perpetual or redeemable debenture or any mortgage, charge or other security on the undertaking of the Company, both present and future including its uncalled capital for the time being.</p> <p><b>CONTRACT WITH DIRECTORS OF COMPANY</b></p> <p>A Director may hold Office of Profit under the Company:</p> <p>Subject to the provision of Sections 184 and 188 of the Act, a Director of the Company may be or become a Director of Company promoted by this Company or in which it may be interested as a vendor, shareholder or otherwise, even though the interest of the other Company may be conflicting or competing with this Company and no such Director shall be accountable for any benefits derived as a Director or member of such Company. A Director may, and subject to the provisions of the Act, and subject as hereinafter provided, hold any other office or place of profit in the Company, except that of the Auditor in conjunction with the office of Director, and holding of such office shall be on such terms as to remuneration and otherwise as the Directors may arrange.</p> <p>A Director may Contract with the Company:</p> <p>Subject to the provision of Sections 184 and 188 of the Act, no Director shall be disqualified by his office from contracting with the Company, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director so contracting being so interested be liable to account to the Company for any profits realized by any such contract or arrangement by reason of such Director holding that office or of fiduciary relation thereby established but the nature of his interest shall be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined if his interest then exists, or in any other case, at the first meeting of the Directors after the acquisition of his interest.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	73	
			<b><i>Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	74	<p>Subject to the applicable provisions of the Act, the Board may-</p> <p>(i) appoint a Chief Executive Officer (CEO), Manager, Company Secretary (CS) or Chief Financial Officer (CFO) for such term, at such remuneration and upon such conditions as it may thinks fit; and any Chief Executive Officer (CEO), Manager, Company Secretary (CS) or Chief Financial Officer (CFO) so appointed may be removed by means of a Resolution of the Board.</p> <p>(ii) appoint any of its Directors as Chairman, Managing Director, Joint Managing Director, Deputy Managing Director, Manager, Whole-time Director, Executive Director (Finance), Director (Public Relations), Technical Director, Commercial Director, Director (Administration), Director (Marketing), Chief Executive Officer (CEO), Chief Financial Officer (CFO) or with such other designations as the Board may deem fit and fix the terms of their appointment and duties. The Board shall also have the power to vary the same from time to time.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	75	<p>A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and Chief Executive Officer (CEO), Manager, Company Secretary (CS) or Chief Financial Officer (CFO) shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, Chief Executive Officer (CEO), Manager, Company Secretary (CS) or Chief Financial Officer (CFO).</p>

			<b><i>The Seal</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	76	<p>(a) The Seal, if any, of the Company may be made either of metal or of rubber as the Directors may decide.</p> <p>(b) The Board shall provide for the safe custody of the Company's Seal. It shall have power, from time to time, to destroy the same and substitute a new seal in lieu thereof, and the seal shall be kept at Registered Office or any other Place as the Board may determine in accordance with the provisions of the Act.</p> <p>(c) The Seal shall only be used by the authority of a Resolution of the Board of Directors or of a Committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by any one Director, or by the Managing Director, where there is one, provided that the Share Certificates or Debentures shall be issued as per the requirements of the Rules prescribed by the Central Government from time to time or any statutory modifications thereof for the time being in force.</p>
			<b><i>Dividends and Reserve</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	77	<p>(i) The Company may, in General Meeting, declare Dividends, but no Dividend shall exceed the amount recommended by the Directors.</p> <p>(ii) Subject to the provisions of Section 123, the Directors may, from time to time, pay to the Members such interim Dividends as appear to the Directors to be justified by profits of the Company.</p> <p>(iii) No Dividend shall be paid otherwise than out of profits.</p> <p>(iv) The Directors may, with the sanction of an ordinary resolution of the Company, capitalize any sum, in accordance with the provisions of the Act, for issuing fully or partly paid up bonus shares/debentures/any other securities.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	78	<p>(i) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.</p> <p>(ii) The Board may also carry forward any profits which it may consider necessary motto divide, without setting them aside as a reserve.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	79	<p>(i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.</p> <p>(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.</p> <p>(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	80	The Board may deduct from any Dividend payable to any Member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	81	<p>(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.</p> <p>(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	82	
<input type="checkbox"/>	<input type="checkbox"/>	83	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
<input type="checkbox"/>	<input type="checkbox"/>	84	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
<input type="checkbox"/>	<input type="checkbox"/>	85	No dividend shall bear interest against the company.
			<b><i>Accounts</i></b>

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Auditors:</p> <p>The Auditors shall be appointed and their duties are regulated in accordance with the applicable provisions of the Act.</p> <p>Books of Accounts:</p> <p>(a) The Board shall, from time to time, determine whether and to what extent and at what, times and places and under what conditions or regulation the accounts and books of the Company or any of them shall be open to the inspection of members (not being Director).</p> <p>(b) No members (not being Director) shall have any right of inspecting any accounts or books of account of the Company except as conferred by law or authorised by the Board or by the Company in General Meeting.</p> <p>(c) The Directors shall in all respect comply with the provisions of Sections 128, 134, 137, 206, 207 and 208, of the Act, and Profits and Loss Account, Balance Sheet and Auditors Report and every other document required by law to annexed or attached as the case may be, to the Balance Sheet, to be sent to every Member and Debenture holder of the Company and every Trustee for the holders of the Debentures issued by the Company at least Twenty-One days before the date of Annual General Meeting of the Company at which they are to be laid, subject to the provisions of Section 136 of the Act.</p> <p>86</p> <p><b>INSPECTION OF BOOKS / REGISTERS</b></p> <p>(a) Subject to the provisions of Section 94(2), no Member (who is not a Director) shall be entitled to inspect the Company's books without the permission of the Directors or be entitled to any information in respect of any of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process or which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, it will not be expedient in the interest of the members of the Company to communicate to the public.</p> <p>(b) The Board may '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 may be open to the inspection of Member not being Directors.</p> <p>(c) The books containing minutes shall be open for inspection for 2 hours in a day during business hours.</p> <p>(d) Where under the Act any person, whether a Member of the Company or not, is entitled to inspect any Register, Return, Certificate, Deed, Instrument or Document kept or maintained by the Company, the person so entitled shall have the right to inspect the same during such business hours as may subject to the provisions of the Act in that behalf, be determined by the Board or the Company in General Meeting, and the Company shall comply with the provisions of the Act regarding the supply of copies of any such Register, Return, Certificate, Deed, Instrument or other Document.</p>
		<b><i>Winding up</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>87</p> <p>(a) In all respects the Winding-up proceedings of the Company when taken up shall be governed by the Act.</p> <p>(b) The Liquidator on any winding-up (whether voluntary, under supervision or compulsory) may with the sanction of a Special Resolution, but subject to the rights attached to any Preference Share Capital, divide among the contributories any part of the assets of the Company and may with the like sanction, vest any part of the assets of the Company in trustees upon such trust for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit.</p>
		<b><i>Indemnity</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>88</p> <p>Subject to the provisions of the Act, every Director, Manager, Secretary, Officer or Agent for the time being acting in relation to the affairs of the Company and their heirs, executors and administrators respectively shall be indemnified out of the assets of the Company from and against all liability, costs, charges, loss, damages, expenses which they or any of them shall or may incur or sustain in defending any suit or proceeding, whether civil or criminal, by reason of any act done or committed in or about the execution of their duty in their respective offices or trusts except for those which they incur or sustain by or through their own wilful neglect or default, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the Court or the Tribunal.</p>
<input checked="" type="checkbox"/>		<b><i>Others</i></b>
		(i) MERGER AND RECONSTRUCTION

		<p>(a) In all respects of Compromises, Mergers and Amalgamation proceedings of the Company when taken up shall be governed by the provisions of Section 230 to 240 of the Act read together with the Rules prescribed by the Central Government from time to time or any statutory modifications thereof for the time being in force.</p> <p>(b) In all respects of Revival, Rehabilitation and Reconstruction proceedings of the Company when taken up shall be governed by the provisions of Section 253 to 240 of the Act read together with the Rules prescribed by the Central Government from time to time or any statutory modifications thereof for the time being in force.</p> <p>(ii) POWER TO APPOINT ATTORNEYS</p> <p>The Board of Directors may at any time and from time to time by power of attorney, appoint any person or persons to be the Attorney or Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit. Any such appointment (if the Directors think fit) may be made in favour of any company or the members, directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Directors. Such power of attorney may contain any powers / conditions for the protection or convenience of persons dealing with the Attorneys, as the Directors may deem fit, and also may contain powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.</p> <p>(iii) REIMBURSEMENT OF PRELIMINARY EXPENSES</p> <p>89 The Board of Directors may authorize reimbursement of the expenses incurred in floating and registering this Company to the person(s) or entity (ies), who has incurred the expenditure.</p> <p>(iii) SECRECY</p> <p>Subject to the provisions of law of land and the Act, every Director, Manager, Auditor, Treasurer, Member of a Committee, Officer, Servant, Agent, Accountant, or other person employed in the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of accounts with individuals and in matters relating thereto, and shall, by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any Law or by the person to whom such matters relate and except, so far as may be necessary, in order to comply with any of the provisions of this Articles and to sign any documents in connection with the above as may be decided by the Board from time to time.</p> <p>Any officer or employee of the Company proved to the satisfaction of the Directors to have been guilty of disclosing the secrets of the Company shall be liable to instant dismissal without notice and/or payment of damages without prejudice to the other rights and remedies that the Company may have against the officer or employee.</p> <p>(iv) GENERAL AUTHORITY</p> <p>Wherever in the Act it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorised by its Articles, then and in that case these regulations hereby authorise and empower the Company to have such right, privilege or authority and to carry on such transactions as have been permitted by the Act without there being any specific regulations in that behalf herein provided.</p>
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	Subscriber Details					
S. NO	Name, Address, Description and Occupation		DIN/PAN/Passport Number	Place	DSC	Dated
Signed Before Me						
Name		Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
FCS	LOKESHA K G	No.28, Divya Regency, F-105 1st Flr, 1st Mn, Tata Silk Farm Basavanagudi, Bangalore-560004, S/o. Mr. Gangahuchaiah, CS in Practice	10602	Bangalore	LOKESHA K G <small>Digitally signed by LOKESHA K G Date: 2022.03.02 23:08:07 +05'30'</small>	02/03/2022

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