

THE COMPANIES ACT, 2013
A COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 1956)
ARTICLES OF ASSOCIATION
OF
MANJEERA CONSTRUCTIONS LTD

PRELIMINARY

1. Subject as hereinafter provided the Regulations contained in Table 'F' in the Schedule I of the Companies Act, 2013 as are applicable to a Public Company limited by shares, shall apply to the Company so far as they are not inconsistent with any of the provisions contained in the Articles or modifications thereof and only to the extent that there is no specific provisions in these Articles. In case of any conflict between the provisions of these Articles and Table 'F', the provisions of these Articles shall prevail.

INTERPRETATION

2. (i) In these Regulations :-
 - a) "Act" means the Companies Act, 2013, and any statutory modification thereof.
 - b) "Articles" means these articles of association of the Company or as altered from time to time.
 - c) "Board of Directors" or "Board", in relation to a company, means the collective body of the Directors of the Company.
 - d) "Company" means Manjeera Constructions Ltd.
 - e) "Directors" means the Directors of the Company and includes persons occupying the position of the Directors by whatever names called.
 - f) "Depository" shall mean a Depository as defined in Section 2 of the Depositories Act, 1996.
 - g) "In writing" and "written" include printing, lithography and other modes of representing or reproducing words in a visible form except in the case of minutes of Meeting which must be written in hand or in Ink.

- h) "Member" means the duly registered holder, from time to time, of the shares of the Company and includes the subscriber to the Memorandum of the Company.
 - i) "Office" means the Registered Office for the time being of the Company.
 - j) "Paid-up" includes credited as paid-up
 - k) "Persons" includes Corporations as well as individuals.
 - l) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
 - m) "Secretary" Includes person or persons appointed by the Board to perform any of the duties of a Secretary,
 - n) "Seal" means the common Seal for the time being of the Company, Works importing the singular number include, where the context admits or requires the plural number and vice versa.
 - o) "The Registrar" means the Registrar of Companies, Telangana.
 - p) "Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2 (41) of the Act.
- (ii) Unless the context otherwise requires words or expressions contained in these Articles shall be the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

SHARE CAPITAL AND VARIATION OF RIGHTS

3. Capital

- a) The Authorised Share Capital of the Company shall be as stated in Clause V of the Memorandum of Association, with the power to increase or reduce such capital from time to time in accordance with the Articles and the legislative provisions for the time being in force in this behalf and with the power also to divide the shares in the capital 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, in accordance with the provisions of the Act and these Articles.
- b) **Power to issue redeemable preference shares:** Subject to the provisions of the act, any preference shares may, with the sanction of a special resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.
- c) **Further issue of share capital:** The Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:
 - i. Persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or

- ii. Employees under any scheme of employees' stock option, subject to approval by the shareholders of the Company by way of a special resolution; or
- iii. Any persons, whether or not those persons include the persons referred to in clause (i) or clause (ii) above, subject to approval by the shareholders of the Company by way of a special resolution.

A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

- d) **Sweat Equity Shares:** Subject to the provisions of the Act and other applicable provisions of law, the Company may with the approval of the shareholders by a special resolution in general meeting issue sweat equity shares in accordance with such rules and guidelines issued under Companies Act, 2013 and/or other competent authorities for the time being and further subject to such conditions as may be prescribed in that behalf.
- e) **Kinds of share capital:** The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
 - i. Equity share capital:
 - a. with voting rights; and / or
 - b. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
 - ii. Preference share capital
- f) **Shares under control of Board:** Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the 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 and at such time as they may from time to time think fit.
- g) **Shares for consideration other than cash:** Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for and property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be, if the price of such shares is determined by the valuation report of a registered valuer and such issuance and allotment is approved by a special resolution of the shareholders of the Company.

ALTERATION OF SHARE CAPITAL

- 4. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

POWER TO ALTER SHARE CAPITAL

5. Subject to the provisions of section 61, the company may, by ordinary resolution, —
- (a) increase its authorised share capital by such amount as it thinks expedient;
 - (b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (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;
 - (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

POWER TO PAY COMMISSION IN CONNECTION WITH SECURITIES ISSUED

- 6.
- (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
 - (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.
 - (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

VARIATION OF THE MEMBER'S RIGHTS

- 7.
- (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, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
 - (b) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

ISSUE OF FURTHER SHARES NOT TO AFFECT RIGHTS OF EXISTING MEMBERS

8. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari-passu* therewith.

ISSUE OF CERTIFICATE

9. (a) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,-

- (i) One certificate for all his shares without payment of any charges; or
- (ii) Several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

- b) Every certificate shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by two directors or by a director and the company secretary, wherever the company has appointed a company secretary:

Provided that in case the company has a common seal, it shall be affixed in the presence of the persons required to sign the certificate.

- c) **One Certificate for shares held jointly**

In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

- d) **Issue of new share certificate in place of one defaced, lost or destroyed**

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

The provisions of Clause 9(a) to (d) shall *mutatis mutandis* apply to debentures of the company.

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.

- e) The Company shall observe such rules and conditions as be prescribed by the Government or required by the stock exchanges on which the shares are listed for renewal of share certificates or issue of duplicate share certificates.

- f) The Company shall not charge any fee for sub division or consolidation of share and debenture certificates or for sub division of letter of allotment or for splitting consolidation or renewal of pucca transfer receipts into denominations corresponding to the market units of trading or for issue of new certificates in replacement of those which are old or torn out or where the cages on the reverse for recording transfers have been fully utilized.
- g) The Company shall not charge any fees exceeding those which may be agreed upon with the stock exchange on which the shares are listed for issue of new certificates in replacement of those which torn, defaced, lost or destroyed or sub-division or consolidation of shares and debentures certificates or for sub-division of letter of allotment or for splitting, consolidation or renewal of pucca transfer receipts into denominations other than those fixed for the market units of trading.

CALLS ON SHARES

10. (a) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

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

- (b) **Notice of call:** Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.
- (c) A call may be revoked or postponed at the discretion of the Board.
- (d) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- (e) 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 6% 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.
 - iii) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
 - iv) 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.

Provided that any amount be paid in advance of calls on any shares, such amount may carry interest not less than 15% per annum but shall not in respect thereof confer a right to dividend or to participate in profits.

CALL TO TAKE EFFECT FROM DATE OF RESOLUTION

11. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.

LIEN

12. (a) The company shall have a first and paramount lien-
- (i) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
 - (ii) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

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

- (iii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
- (b) **As to enforcing lien by sale:** The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

- (i) unless a sum in respect of which the lien exists is presently payable; or
 - (ii) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
- (c) **Validity of sale:** To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.
- (d) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (e) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

- (f) **Validity of Company's receipt:** The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.
- (g) **Application of proceeds of sale:** The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (h) **Payment of residual money** the residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
- (i) **Outsider's lien not to effect Company's lien:** In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim. The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

TRANSFER OF SHARES

- 13. a) Shares in the Company shall be transferred in accordance with the provisions of the Section 56 of the Act by an instrument in writing in the prescribed form.
- b) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.
- c) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- d) Subject to the right of appeal as conferred by Section 58 of the Act, the Directors, may, at their own absolute and uncontrolled discretion and without assigning any reason decline to register or acknowledge any transfer of shares and in particular may so decline in any case in which the Company has lien upon the shares or any of them or whilst any moneys in respect of the shares desired to be transferred or any of them remain unpaid or unless the transferee is approved by the Directors and such refusal shall not be affected by the fact that the proposed transferee is already a member. Provided that registration of a transfer shall not be refused on the grounds of the transferor being either alone or jointly with any person or persons indebted to the Company on any account whatsoever except a lien. The registration of a transfer shall be conclusive evidence of the approval of the Directors of the transferee.
- e) The Board may decline to recognise any instrument of transfer unless
 - i. The duly executed instrument of transfer is in the form as prescribed in rules made under subsection (1) of section 56;

- ii. 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
 - iii. The instrument of transfer is in respect of only one class of shares.
- f) On giving not less than seven working 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: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
- g) If the Board of Directors refuse to register a transfer of any shares, they shall within one month from the date on which the transfer was lodged with the Company send to the transferee and the transferor notice of the refusal.
- h) The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register, shall be returned to the persons depositing the same.
- i) No fee shall be charged for the following:
 - i. For registration of transfers, sub-division and consolidation of Certificates and for letters of allotment and for split, consolidation, renewal and pucca transfer receipts into denominations corresponding to the market units of trading.
 - ii. For sub-division of renounceable letter of right
 - iii. For registration of any power of attorney, probate, letters of administration, marriage or death certificates or for similar other documents.
- j) "The Board of Directors or a committee thereof can refuse a request by a member to split his/her shares into shares of smaller lots unless such split is for making his/her holding into market lot"
- k) The Company shall incur no liability or responsibility whatever in consequence of their registering or giving effect to any transfer of shares made, or purporting to be made, by any apparent legal owner thereof (as shown or appearing or claiming any equitable right, title or interest to or in the same shares) notwithstanding that the Company have had notice of such equitable right, title or interest or notice prohibiting registrations of such transfer, and may have entered such notice or referred thereto in any books of the Company; and the Company shall not be bound or required to regard or attend or give effect to notice which may be given to them of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting to do so; though it may have been entered or referred to in some books of the Company, but the Company shall nevertheless be at liberty to regard and attend to such notice and give effect thereto if the Directors shall so think fit

TRANSMISSION OF SHARES

- 14. a) On the death of a member, the survivor or survivors where the member was a joint holder, and his/her nominee or nominees where he/she was a sole holder, shall be the only persons recognised by the Company as having any title to his/her interest in the shares.

- b) Nothing in clause (a) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him/her with other persons.
- c) The legal representatives or administrator of a deceased member or holder of a succession certificate shall be the only persons recognised by the Company as having any title to his/her shares and the Company shall not be bound to recognise such executor or administrator or holder of a succession certificate unless such executor or administrator shall have first obtained probate, letters of administration or other legal representation as the case may be from a duly constituted court in India, or from any authority empowered by any law to grant such other legal representation; provided that in any case where the Board in their absolute discretion think fit, the Board may dispense with the production of Probate or Letters of Administration or other legal representation and under the next Article register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member upon such terms as to indemnity or otherwise as the Directors may deem fit.
- d) Subject to the provision of the Act and these Articles any person becoming entitled to a share in consequence of the death, bankruptcy, or insolvency of any member or by any lawful means other than by a transfer in accordance with these presents may with the consent of the Directors which they shall not be under any obligation to give upon producing such evidence that he/she sustains the character in respect of which he/she proposes to act under this Article, or of his/her title, as the Board may think sufficient and upon giving such indemnity as the Directors may require.
- e) Any such person shall after sending notice in writing, elect, either—
 - i) To be registered himself as holder of the share; or
 - ii) To make such transfer of the share as the deceased or insolvent member could have made.
- f) Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or unless such indemnity be given to the Company with regard to such registration which the Board at its discretion shall consider sufficient provided nevertheless that there shall not be any obligation on the Company or the board to accept any indemnity.
- g) 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/her death or insolvency.

FORFEITURE OF SHARES

- 15. (a) If a member fails to pay any call, or installment 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 installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
- (b) **Form of notice:** The notice aforesaid shall—
 - (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

- (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.
- (c) **In default of payment of shares to be forfeiture:** If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
- (d) **Forfeited shares may be sold, etc.:** A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (e) **Cancellation of forfeiture:** At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
- (f) **Member still liable to pay money owing at time of forfeiture:** 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.
- (g) **Member still liable to pay money owing at time of forfeiture and interest:** All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.
- (h) **Cessation of liability:** 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.
- (i) **Certificate of forfeiture:** A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
- (j) **Title of purchaser and transferee of forfeited shares:** 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;
- (k) The transferee shall thereupon be registered as the holder of the share; and
- (l) 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.
- (m) **Entry of forfeiture in register of members:** When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

- (n) **Effect of forfeiture:** the forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share. The provisions of these regulations 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.
- (o) **Validity of the sales:** Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.
- (p) **Cancellation of share certificate in respect of forfeited shares:** Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.
- (q) **Surrender of share certificates:** The Board may, subject to the provisions of the Act, accept a surrender of the share certificate for any forfeited share from or by any member desirous of surrendering them on such terms as they think fit. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

BORROWING POWERS

- 16. (a) The Directors may, from time to time, at their discretion, raise or borrow, or secure the payment of, any sum or sums of money for the purposes of the Company; Provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not at any time except with the consent of the Company by way of special resolution in general meeting exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose.
- (b) The Directors, with shareholders' consent where required by the Act and Rules, may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and, in particular, by the issue of debentures or debenture-stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
- (c) The Directors may raise or secure the repayment of any sum or sums in such manner and upon such terms and conditions in all respects as they may think fit and in particular by creation of any mortgage or charge on the undertaking on the whole or any part on the property, present or future or uncalled capital of the company or by the issue of bonds, perpetual or any part of redeemable debentures or debenture-stock of the Company charged upon all or any part of the property of the Company both present and future including its uncalled capital for the time being.

- (d) The Directors shall cause a proper register to be kept in accordance with the provisions of the Act of charges specifically affecting the property of the Company and shall duly comply with the requirements of the Act with regard to the registration of mortgages and charges. The register of charges kept in pursuance of the Act shall be open during business hours, subject to reasonable restrictions as the Company in General Meeting may impose so that not less than two hours in each day are allowed for such inspection to any creditor or member of the Company without fee and to any other person on payment of a fee as may be prescribed or decided by the Board, for each inspection at the registered office of the Company.
- (e) **Terms of issue of debentures:** Any debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles, at a discount, premium or otherwise and may be issued on the condition that they shall be convertible into shares of any denomination and with any special 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 or other securities 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 way of a special resolution.

GENERAL MEETING

- 17. (a) **Extraordinary General Meeting:** All general meetings other than annual general meeting shall be called extraordinary generalmeeting. The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (b) **Annual General Meeting:**Subject to the provisions of the Act, the Company shall hold from time to time as provided by theAct in addition to any other meetings, a general meeting as its Annual General Meeting. Theprovisions of Section 96 of the Act shall apply to such Annual General Meeting.
- (c) **Annual General Meeting when to be held:**Every Annual General Meeting shall be called for a time during business hours and on such day(not being a national holiday) as the Directors may from time to time determine and it shall be heldeither at the Registered Office of the Company or at any place within the city, town or village inwhich the office of the Company for the time being is situated.
- (d) **Calling of Extraordinary General Meeting on requisition:**The board of directors shall on requisition of members in accordance with section 100 of the Act,forthwith proceed to call an Extraordinary General Meeting and the provisions of Section 100 ofthe Act, shall apply in respect of such meeting.
- (e) **Notice of Meeting:**Save as permitted under Section 101 of the Act, a General Meeting of the Company may be calledby giving not less than such number of days' notice as specified in the Act or rule made thereunder,in writing or through electronic mode in such manner as may be specified in the Act or rule madethereunder.

Provided that 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 in validate the proceedings of the meeting.

(f) Special Business:

- i) In the case of an Annual General Meeting the business to be transacted at the meeting shall be deemed special, with the exception of business relating to:
 - The consideration of financial statements and the report of the Board of Directors and of the auditors;
 - The declaration of any dividend;
 - The appointment of directors in the place of those retiring; and
 - The appointment of and the fixing of the remuneration of the auditors.

In the case of any other meeting, all business shall be deemed special: Provided that where any item of special business as aforesaid to be transacted at a meeting of the Company relates to, or affects any other company the extent of shareholding interest in that other company or every promoter, director, manager, if any, and of every other key managerial personnel of the first mentioned company shall if the extent of such shareholding is not less than two per cent of the paid-up share capital of that company also be set out in the explanatory statement.

- ii) Where any items of business to be transacted at the meeting are deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts regarding each such item of business, including in particular, the nature and extent of the interest, financial or otherwise if any, therein of every Director, manager, key managerial personnel and relatives of such persons. Any other information and facts that may enable members to understand the meaning, scope and implications of the items of business and to take decision thereon shall also be included in the notice.
- iii) Where any item of business refers to any document, which is to be considered at the meeting, the time and place where such document can be inspected shall be specified in the statement aforesaid.

- (g) Contents and service of Notice:** Notice of every meeting shall be given to the members and to such other person or persons as required by and in accordance with Section 101 and 102 of the Act and it shall be served in the manner authorised by section 20 of the Act.

(h) Quorum of General Meeting:

- i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

- (i) **Chairperson of the Meeting:** The Chairman if any of the Board shall preside as Chairman at every general meeting of the Company. An individual may be appointed or re-appointed as Chairperson of the Company as well as the Managing Director or Chief Executive officer of the Company at the same time or vice versa regardless of the Company whether operates in multiple segments of business or not.
- (j) **Chairperson not present or unwilling to act as chairperson:** If there is no such Chairperson, or if he/she is not present within half an hour after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
- (k) **Member to act as Chairperson:** If at any meeting no director is willing to act as Chairperson or if no director is present within half an hour after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
- (l) **If quorum not present meeting to be cancelled/adjourned:** If within half an hour from the time appointed for holding a meeting of the Company, a quorum is not present, the meeting if called upon at the requisition of members, shall stand cancelled. In any other case the meeting shall stand adjourned to the same day in the next week (not being a national holiday) at the same time and place, or to such other day and at such other time and place as the Board may determine.
- (m) **Adjourned meeting to Transact business:** If at any adjourned meeting also, a quorum is not present within half an hour of the time appointed for holding the meeting the members present, whatever their number (not being less than two) shall be the quorum and shall have power to decide upon all the matters which could properly have been disposed of at the meeting for which the adjournment took place.
- (n) **Business confined to election of chairperson whilst chair vacant:** No business shall be discussed at any General Meeting except the election of the Chairperson whilst the Chair is vacant. If a poll is demanded on the election of the Chairperson it shall be taken forthwith in accordance with the provisions of the Act and these Articles.
- (o) **Resolution how decided:** At any General Meeting provisions of Section 107 and 109 of the Act shall apply provided that in case of equality of votes whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a casting vote in addition to his/her own vote or votes to which he/she may be entitled as a member.

MINUTES OF GENERAL MEETING

18. (a) Minutes of proceedings of meetings and resolutions passed by postal ballot

The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

- (b) **Certain matters not to be included in the minutes books:** There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting:
- is, or could reasonably be regarded, as defamatory of any person; or
 - is irrelevant or immaterial to the proceedings; or
 - is detrimental to the interests of the Company.
- (c) **Discretion of the chairperson in relation to Minutes:** The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause. The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.
- (d) **Inspection of minute books of general meeting:** The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
- be kept at the registered office of the Company; and
 - be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.
- (e) **Members may obtain copy of the minutes of general meeting and any other documents in which they are eligible to obtain copy as prescribed by the Act:** Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Act, Board or Members as the case may be.

VOTING RIGHTS

19. (a) **Entitlement to vote on show of hands and on poll:** Subject to any rights or restrictions for the time being attached to any class or classes of shares, —
- on a show of hands, every member present in person shall have one vote; and
 - on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
- (b) **Scrutineers at poll:** Where a poll is to be taken, the Chairman of the meeting shall appoint such number of persons, as he deems necessary to scrutinise the poll process and votes given on the poll and to report thereon to him. The Chairman shall have power, at any time before the result of the poll is declared to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.
- (c) **Voting through electronic means:** A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

(d) **How members *non compos mentis* and minor may vote:** A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

(e) **Business may proceed pending poll:** Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

(f) **Votes in respect of shares of deceased or insolvent members, etc.:** Subject to the provisions of the Act and other provisions of these Articles, any person entitled to any shares, pursuant to the provisions related to Transmission in these Articles, may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

(g) Validity of the Vote

(i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

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

(iii) Any member shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

REPRESENTATION AT MEETINGS

20. (a) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

(b) Proxies when to be deposited: The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

(c) Proxies to be valid notwithstanding death of the principal: A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting adjourned meeting at which the proxy is used.

(d) A body corporate (whether a Company within the meaning of this Act. or not) may if it is a member of the company by resolution of the Board of Directors or other Government body authorised such person as it thinks fit to act as representative at any meeting of members of the company,

(e) The person authorised by the resolution as aforesaid shall be entitled to exercise the same right to vote by proxy on behalf of the body corporate, which he represents as that body could exercise if it were a member.

BOARD OF DIRECTORS

21. The First Directors of the Company are:

- i. **G. YOGANAND**
- ii. **P. SHYAM SUNDER MURTHY**

Unless otherwise determined by a General Meeting, the number of the directors shall neither be less than three nor more than fifteen.

(a) Independent Director

The Company shall appoint such number of Independent Directors as it may deem fit, for a term specified in the resolution appointing him/her in accordance with the provisions of section 149. The provisions relating to retirement of directors by rotation shall not be applicable to appointment of Independent Directors.

(b) Additional Director

- i) Subject to the provisions of sections 149 and 161, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
- ii) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

(c) Appointment of Alternate Director

The Board of Directors of the Company may appoint an alternate Director to act for a Director hereinafter called the "original director") during his/her absence for a period of a not less than three months from India and such appointment shall have effect and such appointee whilst he/she holds office as an Alternate Director shall be entitled to notice of meetings of the Directors and to attend and to vote there at accordingly. An alternate Director appointed under this Article shall not hold office as such for a period longer than permissible to the original Director in whose place he/she has been appointed and shall vacate office if and when the original Director returns to India. If the terms of office of the Original Directors are determined before he/she so returns to India, any provisions in the Act or these Articles for the automatic reappointment of retiring Director in default of another appointment shall apply to the original Director and not to the Alternate Director.

(d) Casual Vacancy

Subject to the provisions of Section 161 and other applicable provisions (if any) of the Act if the office of a Director appointed by the Company in general meeting is vacated before his/her term of office will expire in the normal course, the resulting casual vacancy may, in default of and subject to any regulation contained in these articles be filled by the Board of Directors. Any person so placed he/she is appointed would have held office if it had not been vacated as aforesaid.

(e) Nominee Directors

Notwithstanding anything to the contrary contained in these Articles, so long as any monies remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), the Industrial Credit & Investment Corporation of India Limited (ICICI) and Life Insurance Corporation of India (LIC) or to any other Finance Corporation or Credit Corporation or to any other Financing Company or Body out of any loans granted by them to the Company or so long as IDBI, IFCI, ICICI, LIC and Unit Trust of India (UTI) or any other Finance Corporation or Credit Corporation or any other Financing Company or body herein after in this Article referred to as ("The Corporation") continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation hold shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any Guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors which director or directors is/are herein referred to as "Nominee Directors" on the Board of the Company and to remove from such office any person so appointed and to appoint any person or persons in his or their place.

The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Directors 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 Director of the Company.

The Nominee Director/s appointed shall hold the said office only so long as the Corporation holds shares in the Company as a result of underwriting or director subscription or the liability of the Company arising out of the Guarantee is outstanding and the Nominee Director's so appointed in exercise of the said power shall ipso facto vacate such office immediately after the monies owing by the Company to the Corporation are paid off or on the Corporation ceasing to hold Debentures or shares in the Company or on the satisfaction of the liability of the Company arising out of the guarantee furnished by the Corporation.

The Nominee Directors appointed under this Articles shall be entitled to receive all notices of and attend all General Meetings, Board meetings and 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*, and any other fees, commission monies or remuneration in any form which is payable to the Directors of the Company. The fees, commission monies and 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 as the case may be to such Nominee Director/s. 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.

In the event of the Nominee Director/s being appointed as whole-time Director/s. such Nominee Director/s shall exercise such powers and duties as may be approved by the Corporation and have such rights as are usually exercised or available to Whole-time Director in the Management of the affairs of the Company. Such Nominee Directors shall be entitled to receive such remuneration, fees, Commission and monies as may be approved by the Corporation.

(f) When office of Director to be vacated

Subject to Section 164 and 167 of the Act, the office of a Director shall become vacant if:

- (i) He/she is found to be of unsound mind by a court of competent jurisdiction; or
- (ii) He/she applies to be adjudicated an insolvent; or
- (iii) He/she is an un-discharged insolvent; or

- (iv) He/she fails to pay any call made on him/her in respect of shares of the Company held by him/her, whether alone or jointly with others within six months from the last date fixed for the payment of the call; or
- (v) He/she absents himself from all the meetings of the Board of Directors held during such period of time as specified in the Act or rules made thereunder, with or without seeking leave of absence of the Board; or
- (vi) He/she is removed in pursuance of Section 169 of the Act; or
- (vii) He/she acts in contravention of Section 184 of the Act and by virtue of such contravention shall vacate office; or
- (viii) He/she is convicted by a court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months, and a period of five years has not elapsed from the date of expiry of the sentence; or
- (ix) He/she having been appointed a director by virtue of his/her holding office or other employment in the Company, he/she ceases to hold such office or other employment in the Company; or
- (x) He/she becomes disqualified by an order of a court or the Tribunal.

(g) Rotation of Director

- i) Not less than two-thirds of the total number of Directors of the Company shall be persons whose period of office is liable to determination by retirement of Directors by rotation and save as otherwise expressly provided in the said Act; be appointed by the Company in General Meeting.

Explanation:- For the purposes of this Article “total number of Directors” shall not include Independent Directors appointed on the Board of the Company.

- ii) At the Annual General Meeting of the Company in every year, one third of the Directors for the time being liable to retire by rotation and if their number is not three or a multiple of three then the number nearest thereto shall retire from the office. The Directors to retire at such Annual General Meeting shall be the Directors who shall have been longest in office since their last election. As between Directors who became Directors on the same day those to retire shall (in default of agreement between them) be determined by lot. For the purpose of this Article, a Director appointed to fill a vacancy under the provisions of the Articles shall be deemed to have been in office since the date on which the Director, in whose place he/she has been appointed was last elected as a Director.
- iii) At the annual general meeting at which a director retires as aforesaid, the Company may fill-up the vacancy by appointing the retiring director or some other person thereto.

(h) Director retiring by rotation eligible for re-election

A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he/she retires.

(i) Remuneration of directors

The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

Subject to the provisions of Sections 188 and 197 of the Act, in addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

- i. in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
- ii. in connection with the business of the company.

The fees payable to the Director for attending the meeting of the Board or committee thereof shall be decided by the Board of Directors from time to time within the maximum limits of such fees that may be prescribed under the Act or the Rules.

(j) Qualification shares: No share qualification shall be necessary for any Director.

(k) Acts done by a person as a director shall be valid notwithstanding that it may defect or disqualification or had terminated by virtue of any provisions in the Act or in the Articles, provided that nothing in the Act shall be deemed to give validity to acts done by a director after his appointment has been shown to the Company to be invalid or to have terminated.

POWERS OF THE BOARD

22.

- a) The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- b) Without prejudice to the general powers conferred by the preceding Article and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the last preceding Article, the Directors shall have following powers, that is to say the power

- i. to make calls on shareholders in respect of money unpaid on their shares;
 - ii. to authorise buy-back of securities under section 68;
 - iii. to issue securities, including debentures, whether in or outside India;
 - iv. to borrow monies;
 - v. to invest the funds of the company;
 - vi. to grant loans or give guarantee or provide security in respect of loans
 - vii. to approve financial statement and the Board's report
 - viii. to diversify the business of the company
 - ix. to approve amalgamation, merger or reconstruction
 - x. to take over a company or acquire a controlling or substantial stake in another company
 - xi. to appoint internal auditors and secretarial auditor
 - xii. to appoint or remove key managerial personnel (KMP)
- c) Delegation of powers: Board may, by a resolution passed at a meeting, delegate to any committee of directors, the managing director, the manager or any other principal officer of the company or in the case of a branch office of the company, the principal officer of the branch office, the powers specified in clauses (iv) to (vi) on such conditions as it may specify
- d) restriction on the power of the Board
- (i) The Board shall not exercise the borrowing powers without the consent of the Company in General Meeting and only to the extent mentioned therein or any statutory modifications thereof.
 - (ii) In the appointment of sale selling agents for the Company for any area, the Board shall conform to the provisions of the Act.
 - (iii) In giving loans to Directors and other persons mentioned in the relevant provisions of the Act, the Board shall conform to the provisions of that Section.

MANAGING DIRECTOR

23.

- (a) Subject to the provisions of the Act, the Directors may from time to time appoint one or more of their body to be the Managing Director of the Company, in accordance with the provisions of the Act and the Rules
- (b) A Managing Director so appointed shall exercise the powers and authorities conferred upon him by an agreement entered into between him and the Company and/or by a resolution of the Board and be subject to the obligations and restrictions imposed upon him thereby or by the Act.

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

24. Subject to the provisions of the Act, —

- (a) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
- (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

THE SEAL

25. The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at any one director or such other person as the Board may appoint for the purpose; and that director or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

ACCOUNTS

26. Inspection by Directors

- (a) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of Directors in accordance with the applicable provisions of the Act and the Rules.
- (b) 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.
- (c) **Restriction on inspection by members:** No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

DIVIDENDS AND RESERVE

27. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

- (a) **Interim dividends:** Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

(b) Dividends only to be paidout of profits

- (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.
- (ii) The Board may also carry forward any profits which it may consider necessary not, to divide, without setting them aside as a reserve.

(c) Division of profits

- (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (iii) **Dividends to be apportioned:** 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.
- (d) 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.
- (e) No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom.
- (f) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.
- (g) 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.
- (h) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

(i) Receipt of one holder sufficient

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.

(j) Notice of Dividend

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.

(k) No dividend shall bear interest against the company.

(l) Waiver of dividend

The waiver in whole or in part of any dividend on any share by any document (whether or not under Seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

CAPITALIZATION OF PROFITS

28. (i) Capitalisation

The company in general meeting may, upon the recommendation of the Board, resolve:

(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause

(ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) Sum how applied

The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (28), either in or towards—

(a) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(b) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);

- (d) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
- (e) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

POWERS OF THE BOARD FOR CAPITALISATION

29. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—
- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally, do all acts and things required to give effect thereto.
- (ii) **Board's power to issue fractional certificate/coupon etc.**

The Board shall have power—

- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - (b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;
- (iii) Any agreement made under such authority shall be effective and binding on such members.

BUY-BACK OF SHARES

30. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

RESTRICTIONS ON PURCHASE BY COMPANY OF ITS OWN SHARES

31. The Company shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding company, save as provided by the Act.

WINDING UP

32. Subject to the provisions of Chapter XX of the Act and rules made thereunder—

- (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY AND INSURANCE

33. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

(a) Directors and officers right to indemnity

Subject to the provisions of the Act, every Director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such Director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

Subject as aforesaid, every Director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by a court or such authority.

(b) Insurance

The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

GENERAL POWER

34. Wherever in the Act or the Rules, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

SECRECY CLAUSE

35. Subject to the provisions of the Act, no member shall be entitled to require discovery of any information respecting any detail of the Company's trading or any matter in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board of Directors it may be inexpedient in the interest of the Company to communicate to the public.

S No.	Name, Address, description and occupation of the subscribers with their signatures	Signature with Name, address description and occupation of the witness
1.	Sd/- G. Yoganand Structural Consultant S/o G. Chennakeshavalu 1-10-233/1, Ashok Nagar Hyderabad - 500 020	
2.	Sd/- P. SHYAM SUNDER MURTHY S/o P. Venkatanarayana 1-4-880 / 20 / 1, 1st Floor, Bank of Baroda Colony Gandhi Nagar, Hyderabad - 500 380 Occ : Business	Sd/- T. BADARI NATH S/o T. Krishna Murthy Chartered Accountant, 3-6-17/B, Himayat Nagar, Hyderabad - 500 029.



Place : Hyderabad

Date : 05-02-1987

DATE: 08-08-2018

For MANJEERA CONSTRUCTIONS LTD.

Sahoo
Company Secretary

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For Manjeera Constructions Limited

[Signature]
Managing Director

<p>1. Name of the person or firm to whom the certificate is issued</p> <p>2. Address of the person or firm to whom the certificate is issued</p>	<p>3. Name of the person or firm who has issued the certificate</p> <p>4. Address of the person or firm who has issued the certificate</p>
<p>5. Description of the property or interest in property to which the certificate relates</p> <p>6. Date of the certificate</p>	<p>7. Signature of the person or firm who has issued the certificate</p> <p>8. Seal of the person or firm who has issued the certificate</p>

CERTIFIED TRUE COPY
 Date: _____

10th Nov 2017

For Manjira Constructions Limited

Managing Director

For Manjira Constructions Limited

Managing Director