

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

**SUPERFAST GOLDEN BIRD RESEARCH INDUSTRIES PRIVATE LIMITED**

1. Subject to anything to the contrary hereinafter provided the regulation contained in Table 'A' of the First Schedule to the Companies Act, 1956 and applicable to private limited companies shall apply to this company unless inconsistent with the provisions contained in these articles.
2. The regulations for the management of the company and for the observance of the members thereof and their representatives shall subject to any exercise of the statutory powers of the company in reference to the repeal or alteration of its regulation by special resolution, as prescribed or permitted by the act be such as are contained in these articles.

**INTERPRETATION**

3. In these Articles unless there be something in the subject or context inconsistent therewith.

**The Company means SUPERFAST GOLDEN BIRD RESEARCH INDUSTRIES PRIVATE LIMITED**

‘The Act’ or ‘The said Act’ means the Companies Act, 1956 as amended by any Act or Acts for the time being in force in the Union of India.

“Directors” means the Directors for the time being of the Company and includes any person occupying the position of a Director by whatever name called as defined under Section 2(13) of the Companies Act, 1956.

‘Month’ means the calendar month.

‘The office means the Registered office for the time being of the Company.

‘The Presents’ means these Articles of Association or originally formed or as altered from time to time by Special Resolution.

‘Dividend’ includes interim dividend and bonus.

‘Seal’ means the common seal of the company.

“Writing” shall include printing, lithography and other modes of representing or reproducing words in a visible form.

‘The Board’ means the Board of Directors of the Company.

‘The Managing Director’ means Managing Director of the company as defined under Section 2(26) of the Companies Act, 1956.

‘The Register’ means the register of members of the company required to be kept under section 150 of the Companies Act, 1956.

‘The Secretary’ means the Secretary of the company as defined under Section 2(45) and 383A of the Companies Act, 1956.

4. The company is a private company within the meaning of section 2(35) and 3 (1) (iii) of the companies Act, 1956 and accordingly:-

- (a) No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.
- (b) The number of the members of the Company shall be limited to fifty not including.

(i) Persons who are in the employment of the company; and

(ii) Persons who having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased; provided that where two or more person hold one or more shares in the company jointly, they shall be treated as a single member.

(c) The right to transfer the share of the company is restricted in the manner and to the extent hereinafter provided.

(d) No invitation or acceptance of deposits from persons other than its members, directors and their relatives.

(e) Paid up Capital of the Company shall be minimum of Rs.1,00,000/-.

## **SHARE CAPITAL**

5. The Authorised share capital of the Company shall be Rs.1,00,000/- (Rupees One Lac only) divided into 10,000( Ten Thousand) Equity Shares of Rs. 10/- (Rupees Ten) each.

### **Issuance of Preference Shares**

6. The company shall have power to issue preference shares carrying a right to redemption out of profit or liable to be so redeemed at the option of the company and the directors may, subject to the provisions of the Act, exercise such powers in any manner prescribed by the resolution authorizing the issue of such shares.

### **Increase of Share Capital**

7. The Company in General meeting may, from time to time, increase the capital by creation of new shares of such amount as may be deemed expedient.

8. The new shares shall be issued upon such terms and conditions and with such rights and privileges attached thereto as the General meeting resolving upon the creation thereof shall direct, and if no directions shall be given, as the directors shall determine and in particular such may (subject to any special rights for the time being attached to any existing class of shares) be issued with preferential or qualified right to dividends and in the distribution of assets of the company and with a special or without any right of voting.

9. The company in General meeting may before the issue of any share, determine that the same or any of them shall be offered in the first instance, and either at par or at a premium, to all the holders of any class of shares in proportion, as nearly by circumstances admit to the amount of the capital held by them or, make any other provision as the issue and allotment of the new shares. Any offer made under this clause shall be made by notice specifying the number of shares offered and the limited time within which the offer if not accepted, will be deemed to be declined after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors may dispose off the same in such manner as they think fit. The directors may likewise dispose of any new shares which (by reason of the ratio which the new shares bear the shares held by persons

entitled to an offer of new shares) cannot in the opinion of the directors be conveniently offered under these Articles.

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

#### **Allotment of Shares**

10. The shares shall be under the control of the directors, who allot or otherwise dispose of the same to such persons, on such persons, on such terms and conditions and at such time as the directors may think fit, but subject always to the articles herein contained and also to the restrictions mentioned in the Articles hereof.
11. As regards allotments made from time to time the company shall duly comply with provisions of section 75 of the Companies Act, 1956.

#### **Call on Shares/Debentures**

12. Subject to the provisions of sections 91 and 92 of the Act, call for Shares/Debentures may be made on a uniform basis, however the full amount of the shares can be accepted in one lump sum, interest may or may not be paid on such amount as may be decided by the Board from time to time.
13. The Joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share.

#### **Issuance and entitlement of shares/debenture certificate**

14. The certificate of titles to shares/debentures shall be issued within three months after allotment or within two months after the application or the registration of transfer is received under the seal of the company signed by the authorized signatory appointed by the Board subject to such rules and regulations as may be prescribed by law from time to time.
15. Every person of whose name is entered as a member in the Register of members shall be entitled to receive within three months after the allotment or within two months after the application for the registration of transfer, the certificate of transfer for the shares allotted to him.

#### **Issuance of duplicate shares/debenture certificate**

16. If any certificate be old, decrepit, worn, torn or defaced where space on its reverse side for recording transfer have been duly utilized, upon the surrender thereof to the company, the board shall order the same to be cancelled and issue a new certificate in lieu thereof without any payment, if any certificate be lost or destroyed then upon proof of such loss or destruction to the satisfaction of the Board and on such indemnity and the payment of out of pocket expenses incurred by the company in investigating evidence as the Board thinks fit, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate as the Board may determine.

#### **Limited Liability of Shareholders**

17. Every Member, his Successor, Executor or Administrator shall be liable to the company for payment of the portion of unpaid amount represented by his Shares/Debentures which may be from time to time being remain unpaid thereon in such manner as the Board shall determine time to time in accordance with the company's regulations.

#### **Forfeitures of Shares/Debentures**

18. Subject to the provisions of Table A of Schedule I of the Act, Shares/Debentures can be forfeited by the Board on non-payment of calls and the company will have first lien on such shares/debentures.

#### **Transfer of Shares/ Debentures**

19. Shares/debentures may at any time be transferred to any member of the company. (save as aforesaid and provided by the articles hereof). No share/debentures shall be transferred to a person who is not a member of the company so long as any member of the company so along as any member of the company or any person selected by the director, as one to whom it is desirable in the interest of the company to admit, to membership, is willing to purchase the same at the fair value as hereinafter provided.

20. Except where the transfer is made pursuant to the Articles hereof, the persons proposing to transfer any shares/debentures (hereinafter called the proposing transferor) shall give notice in writing (hereinafter called "the transfer notice") to the company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the company, as his agent for the sale of the share to any member of the company, or person selected as aforesaid willing to purchase the shares (hereinafter called the "purchasing member") at the price so fixed or at the option or the purchasing member at the fair value fixed in accordance with articles hereof. A transfer notice may include several shares and in such case operate as if it were a separate notice in respect of each share/debenture. A transfer notice can be revoked with the sanction of the directors.
21. If the company shall within the period of one month after being served with a transfer notice, find a purchasing member, who shall give notice thereof to the proposing transferor, who shall be bound upon payment of the fair value as fixed in accordance with Articles hereof, to transfer the shares to such purchasing member or members.
22. In any case the proposing transferor after having become bound as aforesaid, makes default in transferring the share, the company may receive the purchase money and the proposing transferor shall be deemed to have appointed, any one director or the secretary of the company as his agent to execute a transfer of the share/debenture to the purchasing member, and execution of such transfer. The company shall hold the purchase money in trust for the proposing transferor. The receipt of the company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceeding shall not be questioned by any person.
23. If the company shall not within the period of one month after being served with a transfer notice find a purchasing member and give notice in the manner aforesaid the proposing transferor shall at any time within three months afterwards be at liberty, subject to the Articles thereof to sell and transfer the share/debenture to any person and at price not less than the fair value as fixed in accordance with the Articles hereof.
24. Any share may be transferred by a member or any child or other legal issue, son in law, father, mother, brother, sister, nephew, niece, wife or husband or such member and any share of a deceased member may be transferred by his executors, administrators or assignees to any child or other legal issue, son in law, daughter in law, father, mother, brother, sister, nephew, niece, widow, or widower of any deceased member (to whom such deceased member may have specifically bequeathed the same) and shares/debentures standing in the name of trustees to the will of any deceased member may be transferred upon any charge of trustees to the name of the trustees for the time being of such will and the restriction in the Articles hereof shall not apply to any transfer authorized by these Articles.
25. For the purpose of these articles, the fair value of share shall be ascertained as follows: -
  - (a)The company in General meeting may from time to time, by resolution, passed by majority of not less than three fourth in value of the holders of the shares of the company declare the fair value of the shares of to be hereafter dealt with in accordance with Articles hereof and until such resolution is passed the face value shall be deemed to be the fair value of the shares.
  - (b)Such resolution shall remain in force until the expiration of one year after the passing thereof, or for such lesser period as shall be specified therein or until by a resolution passed by a majority of not less than three fourth in value of the holders of the shares it shall be annulled.
  - (c)If at the time when a transfer notice is given as aforesaid, any such resolution fixing the fair value in force, the fair value fixed thereby shall be deemed to be the fair value of the shares comprised in such transfer notice, with the addition thereto of interest 9% per annum from the date of the meeting to the date of the completion of such sale (less dividend if any, paid in the meantime).
  - (d)If at the time when the transfer after having become bound as aforesaid, no such resolution is in force, it shall rest with the proposing transferor and the purchasing member to fix by agreement the fair value of the shares comprised in the transfer notice and in case any difference arises between the proposing transferor and the purchasing members as to the fair value of a share, the auditors of the company shall, on the application of either party, certify in writing the sum which in their opinion is fair value and in

carrying on the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the Indian Arbitration Act shall not apply.

#### **Instrument of Transfer**

26. The instrument of transfer shall be in writing and in the prescribed form and shall be accompanied by certificate/s.
27. The company shall not charge any fee for effecting transfer of Shares/Debentures.

#### **Transmission of Shares/ Debentures**

28. Any person becoming entitled to or the transfer of any share in consequence of the death or insolvency of any sole holder hereof or any other than by transfer upon producing such evidence of his title thereto or that he sustains the character in respect of which he proposed to act under this Article as the director think sufficient may with the consent of the director (which they shall not be under any obligation to give) and without production of any Probate or letters or administration or succession certificate and upon such terms as to indemnity or otherwise as the directory may impose, be registered as any member himself in respect of such shares or may with such other shares or may with such other person as the directors may approve of. However, in the event of his proposing to such person as aforesaid, it shall be subject to the same restrictions as those here in before.

#### **Buy – Back of own Securities by the Company**

29. Notwithstanding anything contained in these Articles, but subject to provision of sections 77A and 77B of the Act, the company may purchase its purchase its own shares or other specified securities (hereinafter referred to "Buy-Back") out of -
  - (a) its Free Reserve; or
  - (b) the Securities Premium Account; or
  - (c) the proceeds of any Shares or other specified securities,in accordance with the provision of sections 77A and 77B and Rules prescribed by the Central Government by Securities Exchange Board of India in this behalf.

#### **Cessation of Members**

30. In case the directors consider that the continuance of any person as a member of the company is detrimental to the interest of the company they may in their discretion if authorised by a special resolution passed by the company at the General Meeting call upon the said person or persons to transfer his or her or their representative share or shares in accordance with the provisions of these articles and from the date the transfer of shares becomes effective under the aforesaid resolution, the said persons shall ipso facto cease to be a member or members of the company and become disentitled to any of the rights, privileges and benefits as such member of the company.

#### **Nomination of Shares**

31. (i) Subject to the provisions of section 109 of the Companies Act, 1956 every shareholder or debenture holder of the company, may at any time, nominate in the prescribed manner a person to whom his/her share in, or debentures of the company shall vest in the event of his/her death.  
(ii)Where the shares in, or debentures of the company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or debentures of the company as the case may be, shall vest in the event of the death of all the joint holder.  
(iii)Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares in or debentures of the company where the nomination made in the prescribed manner purports to confer on any of the right to vest the shares in or debentures of the company, the nominee shall, on the death of the share holder or debenture holder, as the case may be, on the death of the joint holders, become entitled to all the rights in such shares or debentures, to the exclusion of all other person, unless the nomination is varied or cancelled in the prescribed manner.  
(iv)Where the nominee is minor, it shall be lawful for the holder of the shares or debentures, to make the nomination to appoint, in the prescribed manner, any person to become entitled to share in or debentures of the company, in the event of his/her death, during the minority.

**Rights of a nominee**

32. A nominee, upon production of such evidence as may be required by the Board as per the relevant laws and subject as hereinafter provided, elect either: -
- (i) To be registered himself/herself as holder of the share or debenture, as the case may be; or
  - (ii) To make such transfer of the share or debenture, as the case may be, as the deceased share holder or debenture holder, could have made;
  - (iii) If the nominee elects to be registered as holder of the share or debenture, himself/herself, as the case may be, he/she shall deliver or send to the company, a notice in writing signed by him/her stating that he/she so elects and such notice shall be accompanied with the death certificate of the deceased shareholder or debenture holder as the case may be;
  - (iv) A nominee shall be entitled to the same dividends and other advantage to which he/she would be entitled to if he /she was the registered holder of the share or debenture except that he /she shall not, before being registered as a member in respect of his/her share or debenture, be entitled in respect of it to exercise any right conferred by membership in relation to meeting of the company. Provided further that Board may, at any time, give notice requiring any such person to elect either to be registered himself/herself or to transfer the share or debenture, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonus or other money payable or rights accruing in respect of such share or debenture, until the requirements of the notice have been complied with.

**MEETING****Chairman of the meeting**

33. The chairman of the Board if so appointed shall be the chairman of all the General Meeting and if he is not present within 15 minutes of the holding of the meeting or is unwilling to preside, any director or any member of the company may be elected as the chairman of the meeting and such chairman shall preside over the General meetings.

**Annual General Meeting**

34. Subject to the provisions of section 166 read with section 210 of the Companies Act, 1956 the first annual general meeting of the company shall be held within eighteen months from the date of incorporation of the company and the next annual general meeting of the company shall be within six months after the expiry of the financial year in which the first Annual General Meeting was held and thereafter another annual general meeting of the company shall be held within six months after the expiry of each financial year but so that not more than fifteen months shall lapse between the date of one annual general meeting and that of the next. Every Annual General Meeting shall be called for a time during business hours and shall be held either at the registered office of the company or at some other place within the city or town in which the registered office of the company is situated and the notice calling the meeting shall specify it as Annual General Meeting.

**Extra ordinary General Meeting**

35. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

**Notice of the meeting**

36. A General Meeting of the company may be called by giving not less than 21 days clear notice in writing to all members entitled to receive the same specifying the place, day and hour of the meeting and nature of business shall be given. The notice period can be made for lesser period if all the members entitled to vote thereat agreed so and as per the provisions of the Companies Act, 1956.
37. The accidental omission to give any such notice or the non-receipt of any such notice by the members to whom it should be given shall not invalidate any resolution passed or proceeding held at such meeting.

**Quorum**

38. Two members present personally shall be a quorum for all purposes at any General meeting and no business shall be transacted unless a quorum of members is present when the meetings proceed for business.

**Casting vote to chairman**

39. The chairman shall have one casting vote in addition to his other vote, which shall be exercised by him if only there is tie on any question. The casting vote will be used after he has exercised his usual vote.

**Adjournment**

40. Subject to the provisions of the Act, in the absence of the quorum the General/Board Meeting shall stand adjourned on the same day, same place and time in the next week or as may be decided by the Member/Board in the adjourned meeting and no notice of such adjourned meeting will be necessary.

**BOARD MEETING****Conveying of Meeting**

41. Subject to the provision of the Act the Board meeting shall be held from time to time as may be decided by the Board or the Managing director and in his absence any of the director can call the board meeting by giving three days notice.

**Quorum**

42. The quorum for the meeting of the Board meeting of the company shall be one third of its total strength of first/elected/appointed/nominated directors or two directors, which is higher.

**BOARD OF DIRECTORS**

43. The number of directors shall not be less than two and more than twelve unless and until otherwise determined by the company at a General meeting.

**First Director**

44. The first directors of the company shall be:-

1. Mr Amitesh Raikwar
2. Miss. Monika Raikwar

**Addition to the Board**

45. The Board shall have power at any time and from time to time to appoint a person as an additional director, who shall hold office until the date of the next Annual General Meeting. In any case the limit mentioned as above regarding the maximum number of directors shall not exceed by such appointments.

**Alternate Director**

46. The Board of directors may appoint an alternate director to act for a director (hereinafter referred to as original director) during his absence for a period of not less than three months from the State in which the meetings of the Board are ordinarily held. The alternate director so appointed shall not hold office as such for a period longer than permissible to the original director in whose place he has been appointed and shall vacate office as and when the original director returns to the State in which the meeting of Board are ordinarily held.

**Nominee Director**

47. The Board shall have power at any time in the course of its business and to benefit the company, shall, subject to the provisions of the Act be entitled to agree with any person, firm, corporation, government, financing or other authority that he or it shall have the rights to appoint his or its nominee to the Board of directors of the company upon such terms and conditions. Such nominee directors shall be entitled to hold office until requested to retire by the Government authority, person, firm institution or corporation who may have appointed them and will not be bound to retire by rotation. As and whenever a nominee director vacates office whether upon request as aforesaid or by death, resignation or otherwise the Government authority, person, firm, institution or corporation who appointed such nominee director may if the agreement so provide, appoint another director in his place so long as any liability of the company arising out of any loan or guarantee furnished by the Institution on behalf of the company remains outstanding.

**Share qualification of Directors**

48. Unless otherwise determined by the company in General meeting it shall not be necessary for a director to hold shares in the company for his qualification.

**Board and other meeting expenses**

49. Every director shall be paid: -
- (a) Such sum not exceeding the limits of meeting fee laid down in the Companies Act, 1956 subject to minimum of Rs.500 per director, per meeting of the Board of directors, or such higher amount as the Board of directors may fix from time to time for every meeting of the Board of directors of the company attended by him/her as a director/committee thereof.
- (b) In addition to the above, all traveling and out of pocket expenses incurred, if any, for attending and returning from meeting of the Board of directors or any committee thereof.

**Remuneration to Directors**

50. Any sum or sums incurred by him/her in connection with the business of the company shall be reimbursed to him/her and shall not be included in or deemed as his/her remuneration.
51. Subject to the provisions of section 314 of the Companies Act, 1956 any other sum either by way of a monthly payment or on the basis of a percentage of profits or both or otherwise as may be determined by the board of directors at any time, from time to time.

**Vacation of office by Directors**

52. If at any meeting at which an election of directors ought to take place, the places of the vacating directors or any one or more of them are not filled up, the meeting shall, unless it shall be determined at any such meeting to reduce the number of directors, stand adjourned to the same day on the next week at the same time and place and if at adjourned meeting the place of vacating directors are not filled up, the retiring directors have not had their places filled up shall be deemed to be re-elected at the adjourned meeting.
53. The office of a director shall ipso facto be vacated in addition to the events and ground enumerated in section 283 of the Companies Act, 1956 and if, by notice in writing to company he/she resigns from his/her office and the said resignation are accepted by the Board.

**Disclosure of interest by Directors**

54. Subject to the provisions of section 299 of the Act, a general notice that a director is a member of any particular firm or company and is to be regarded as interested in any subsequent transaction with such firm or company shall be sufficient disclosure of his interest after such general notice and it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.
55. Subject to the limitation prescribed by the Companies Act, 1956 the directors of the company shall be entitled to contract with the company and no director shall be disqualified by his having contracted with the company as aforesaid.
56. Directors may provide professional services to the company and the company shall pay for their such services and the same shall not be considered as remuneration to the directors.

**POWER AND DUTIES OF THE BOARD****Powers of the Board**

57. Subject to the provision of section 292 of the Act the directors of the company shall have all the powers of the company except so far as they stand restricted or regulated by the provisions of the Companies Act, 1956 or by these Articles.
58. Without prejudice to the generality of the powers conferred upon the directors, whether by the provision of law for the time being in force and / or applicability of the Articles of Table 'A' and/or the provision of these presents or otherwise the Board shall be entitled to exercise all such powers and do all such acts, and these things as the company authorizes them to execute or do, but it is hereby execute or do, but it is hereby expressly declared that the directors shall have the following powers :-

(i)To purchase or otherwise acquire for the company any property whether movable or immovable and rights and privileges which the company is authorised to acquire on such prices and generally on such terms and conditions as they think fit.

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

(iii)To accept from any member on such terms and conditions as shall be agreed and so far as may be permissible in law, surrender of his shares in the company or any part thereof, subject to the provisions of the Companies Act, 1956.

(iv)To institute, conduct, defend, compound or abandon any legal proceedings by or against the company or its officers or otherwise concerning the affairs of the company and also to compound and allow time for payment or satisfaction of any debts or dues and /or any claims or demands by or against the company.

(v)To refer to any claims or demands by or against by the company to arbitration and observe, perform ad carry out the awards.

(vi)To make and give receipts, release and other discharges for money or property payable or deliverable to the company and for the claims and the demands of the company.

(vii)To determine who shall be entitled to sign on the company's behalf, bills, notes, receipt, acceptance, endorsement, cheques, release, contracts and documents.

(viii)From time to time to provide for the management or the affairs of the company in such manner as they think fit and in particular to appoint any persons to be the Attorney or agents of the company with such powers (including power to sub-delegate) and upon such terms and remuneration as may be thought fit.

(ix)Subject to the provisions of the Companies Act, 1956 to invest and deal with any of the moneys of the company not immediately required for the purpose thereof in such securities (not being shares in this company) and in such manner as they may think fit and from time to time vary or realise such investments.

(x)To borrow or raise, secure the payment of the sum or money for the purpose of the company in such manner and upon such terms and conditions as they shall think fit by mortgage, pledge, hypothecation or otherwise charged upon all or any of the company's property both present and future including the uncalled capital and to purchase, redeem or pay off such securities.

(xi)To give to any person employed by the company a commission on the profits of any particular business or transaction or a share in the net profits of the company and such payment shall be treated as part of the working expenses of the company.

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

(xiii)To sell such portions of the land or buildings or machineries and/or other capital asset of the company as may not be required for the purpose of the company.

(xiv)To subscribe for, purchase, accept, take, hold or otherwise acquire share in any company, society or undertaking the object of which shall either wholly or in part be similar to those of this company or such as may be likely to promote or advance the business in the interest of the company.

(xv)To appoint executives and/or other members of the senior staff (he may be director) on the terms and conditions as they think fit subject to the provisions of section 314 of the Companies Act, 1956 where applicable.

(xvi)To provide for the welfare of the employees (including directors) of the company or its predecessors in business and the wife, widow and family or the dependents of connections of such persons by building or contributing to the building of houses or dwelling quarters or by grant of money, pensions, gratuities, allowances, bonus, profits sharing bonus or benefit or any other payments or by creating and from time to time, subscribing or contributing to provident fund or other associations, institutions, funds, profit sharing or other scheme or trust and by providing or subscribing , contributing, towards places of instruction and recreation, hospital, dispensaries as the Board shall think fit, subject to the provisions of section 293A of the Companies Act, 1956.

(xvii)The Board may consider and decide Book Closure/Record Date for the purpose of payment of dividend/issue of right and/or bonus shares or for any other purpose as Board may deem fit as per provisions of the Act.

#### **Delegation of powers**

59. Subject to the provisions of section 292 of the Act, the Board of directors may delegate any of their powers to any committee consisting of such member or members of their body as they think it and/or the managing Director/Whole-time Director. A committee so formed or the Managing Director/Whole-time Director shall in the exercise of the power so delegated confirm to any regulations that may from time to time be imposed upon it or him by the Board of directors.

### **MANAGING DIRECTOR/WHOLE DIRECTOR**

#### **Appointment**

60. The Board may appoint such number of Managing Director/s, Whole-time Directors upon such terms and conditions in all respects as may be deemed fit by said Board.

#### **Remuneration**

61. The Managing Director/Whole-Time Directors shall be entitled to such salary as may be determined by the Board of directors from time to time and out of pocket expenses incurred in connection with the business of the company and such traveling and other expenses as may be permitted by the Board of directors from time to time.
62. The remuneration of the Managing Directors/Whole-time Directors under the proceeding as aforesaid shall be in addition to any sum of money that the Managing Directors/Whole-time Directors may be entitled to as an ordinary directory of the company.

#### **Powers and duties**

63. Subject to the general supervision and control of the Board of directors, the Managing Director/Whole-time Directors shall have all the powers of the Board of directors of the company, unless such powers have to be exercised by the Board under the provisions of law and in particular the Managing Director/Whole-time Director is authorised to execute, sign, enter into and to execute all, such contracts, conveyances, lease, assignments, assurances, deeds, agreements, instruments in connection with all movable and immovable properties of the Company and in relation to the business of the company and to enter into all agreements, negotiations and make representation to the Government both state and central, Financial Institution, Public bodies, banks, etc. and shall sign, execute all necessary applications and documents, as may be required or deemed fit and proper requisite from time to time. He may settle any account or reckoning whatsoever on behalf of the company.
64. The Managing Director is authorised to delegate any or all the powers vested in him, to any director or other person as he thinks fit of which a notice will be taken in the Board Meeting after such delegation.

### **SECRETARY**

#### **Appointment**

65. A Secretary possessing the qualifications as prescribed by the Companies (Secretary's Appointment and Qualification) Rules, 1975 may be appointed by the Board for such period and such remuneration of terms and conditions as it may think fit. Provided that if the paid up capital of the Company is increased to Rs. 10.00 Lacs, the Company shall appoint a qualified practicing company secretary and shall obtain a compliance certificate in terms of the provisions of section 383A(1) of the Act. The Board within one

month of the date of achieving the paid up capital of Rs. 10.00 Lacs, shall appoint the practicing company secretary and the subsequent appointment shall be appointed at such Annual General Meeting of the Company and shall hold office from conclusion of that meeting until the conclusion of the next Annual General Meeting. Practicing Company Secretary's appointment, remuneration, rights and duties shall be regulated in accordance with the provisions of the as applicable for the Auditors of the company.

66. A director may be appointed as secretary subject to the provisions of section 314 and 383A of the Act.

## **THE SEAL**

### **Safe custody**

67. The Company shall have a common seal duly approved by the Board. The Board shall provide for the safe custody of the seal.

### **Power to affix the seal**

68. The seal of the company shall not be affixed to any instrument except by the previous authority of the Board or a committee thereof authorised by the Board on that behalf. Every instrument on which the common seal is affixed shall have authority of the Board or a Committee thereof authorized by the Board on that behalf. Every instrument on which the common seal is affixed shall be signed by the Managing Director/Whole Time Director if there is one or at least by any one director of the Company, if there is no such Managing Director/Whole-time Director. The Share certificates shall however be sealed and signed in accordance with the Companies (Issuance of Share Certificates) Rules, 1960.

## **DIVIDEND**

### **Power to declare dividend**

69. The company in Annual General Meeting may declare dividends to be paid to members according to their respective rights but no dividends shall exceed the amount recommended by the Board. The Board of Directors may in their discretion recommend dividend on the equity shares with reference to the nominal value of shares.

### **Interim Dividend**

70. 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.

### **Dividend on advance money against calls**

71. No amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this regulation as paid on the share.

### **Proportionate dividend**

72. All dividend shall be apportioned and paid proportionately to the amounts paid up/credited as paid on the shares and it shall rank for dividend as from a particular date as decided by the Board for dividend.

### **Adjustment of dividend against call**

73. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company in account of calls or otherwise in relation to the shares of the company.

## **CAPITALISATION OF PROFITS**

74. Any surplus of deficit resulting from the sale of any investments or any capital assets held by the company shall be transferred to a reserve account called the Capital Reserve Account. The balance standing to the credit of this account shall be available for the purpose of investment or for other capital purposes but shall not be used to pay dividends and that may be utilized by the Board for allotment of un-issued fresh equity fully paid up shares as bonus shares without receiving any money from the existing shareholders.

## **ACCOUNTS**

75. The Company shall keep proper books of accounts as required under Section 209 of the Companies Act, 1956 or any other statutory modification thereof for the time being force, as far as the same may apply to the Company.

76. The books of accounts shall be kept at the Registered Office of the Company or at any other office of the Company as directors shall think fit as per the provisions of the Act.

#### **AUDIT**

77. The First Auditors of the Company shall be appointed by the Board of Directors within one month of the date of incorporation of the Company and the subsequent Auditors shall be appointed at such Annual General Meeting of the Company and shall hold office from conclusion of that meeting until the conclusion of the next Annual General Meeting. Auditor's appointment, remuneration, rights and duties shall be regulated in accordance with the provisions of the Act.
78. The Board may fill up the casual vacancy in the office of auditors, but while any such vacancy continues, the serving or continuing auditors (if any) may act.

#### **INDEMNITY**

79. Every Director, Auditor and any other officer of the Company for the time being acting in relation to any of the affairs of the Company and their heirs, executors and personnel representative shall be indemnified by the Company from and against law suits proceedings costs, charges, losses and expenses and the amount of such indemnity as provided shall immediately attach a lien on the property of the Company subject to the provisions of Section 201 of the Companies Act, 1956.

#### **SECRECY**

80. Every Director, auditor, trustee, member of a committee, officer, servant, agent, accountant or any other person employed in the business of the company shall, if so required by the Directors before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all operations and transactions of the company and pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any meeting or by a Court of Law or by the person to whom such matters relate and except for as may be necessary in order to comply with any of the provisions in these presents contained.

#### **LIEN**

81. The company shall have a first and paramount lien on every share not being a fully-paid, standing registered in the name of the members for all money's presently payable by him or his estate to the company provided the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
82. The company may sell, in such manner as the Board may thinks fit, any shares on which the company has a lien, Provided that fourteen days notice in writing and demanding payment of such part of the amount has been given to the members and enabling to pay the sum to the Company.
83. The Proceeds of the sale shall be received by the company and apply in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue if any be paid to such shareholder at the date of the sale.

#### **WINDING UP**

84. The winding up if any shall be in accordance with the provisions of the Act.

We, the several persons whose names and addresses are subscribed hereto are desirous of being formed into a Company in pursuance of this Articles of Association and we agree to take the number of shares in the capital of the company set opposite our names.

S. No.	Name, address and occupation of subscribers	No. of Equity Shares taken (in words and figures)	Signature of subscribers	Signature Name, address and occupation of witness

Place: Indore

Date :