

**DRAFT AOA SUBJECT TO APPROVAL OF SHAREHOLDERS IN ENSUING AGM PROPOSED  
TO BE HELD ON AUGUST 08, 2025**

**THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES  
\*ARTICLES OF ASSOCIATION  
OF  
CELLO WORLD LIMITED**

**PRELIMINARY**

These Articles of Association were proposed in substitution for and to the entire exclusion of the earlier regulations comprised in the existing Articles of Association of the Company for consideration by members

(\* Will be amended vide special resolution in Annual General Meeting held on August 08, 2025)

**CONSTITUTION OF THE COMPANY**

1. The Regulations contained in Table 'F' in Schedule 1 to 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 these Articles or modifications and only to the extent that there is no specific provision in these Articles. In case of any conflict between the provisions of these Articles and Table 'F' the provisions of the Articles shall prevail.

**INTERPRETATION**

2. In the interpretation of these Articles, the following words and expressions shall have the following meanings, unless repugnant to the subject or context.

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| <ol style="list-style-type: none"><li>(a) "Act" means the Companies Act, 2013 (to the extent notified and in force) as amended or substituted from time to time and includes all rules, regulations, notifications, circulars, instruments or orders made under the Act;</li><li>(b) "Alter" or "Alteration" shall include the making of additions and omissions;</li><li>(c) "Articles" means the Articles of Association of the Company as originally or as altered from time to time;</li><li>(d) "Memorandum" means the Memorandum of Association of the Company as originally framed and/or altered from time to time;</li></ol> |
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- (e) "Auditors" means and includes those persons appointed as such for the time being by the company;
- (f) "Affiliate" when used with respect to a specified Person, means a Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the specified Person;
- (g) "Beneficial Owner" shall mean beneficial owner as defined in clause (a) of Sub-Section (1) of Section 2 of the Depositories Act, 1996;
- (h) "Board" or "Board of Directors", in relation to a company, means the collective body of the Directors of the Company;
- (i) "Business" means the business carried on by the Company from time to time;
- (j) "Chairperson" means the chairperson of the Board from time to time;
- (k) "Company" means "CELLO WORLD LIMITED";
- (l) "Capital" means the share capital for the time being or authorized capital for the time being of the Company;
- (m) "Debentures" includes debenture stock, bonds and other securities of the Company whether constituting a charge on the asset of the Company or not;
- (n) "Debenture Holder" means a person who holds such debentures;
- (o) "Director" means a director appointed to the Board of a company;
- (p) "Dividend" includes any interim dividend;
- (q) "Depository" shall mean a depository as defined in clause (e) of Sub-Section (1) of Section 2 of the Depositories Act, 1996;
- (r) "Encumbrance" means any claim, charge, mortgage, lien, option, equitable right, power of sale, pledge, hypothecation, retention of title, right of pre-emption, right of first offer, right of first refusal or other third party right(s) or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;
- (s) "Financial Year", in relation to any Company or body corporate, means the period ending on the 31st day of March every year, and where it has been incorporated on or after the 1st day of January of a year, the period ending on the 31st day of March of the following year, in respect whereof financial statement of the Company or body corporate is made up;
- (t) "Interest" includes an interest of any kind in or in relation to any share or any right to control the voting or other rights attributable to any share, disregarding any conditions or restrictions to which the exercise of any right attributed to such interest may be subject;
- (u) "Investor" means any person who invests in the Company from time to time;
- (v) "Law/Laws" means the laws and regulations of India and any other laws and regulations for the time being in force applicable to the Company and as amended from time to time;
- (w) "Managing Director" means a director who, by virtue of the articles of a Company or an agreement with the Company or a resolution passed in its general meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the Company and includes a director occupying the position of managing director, by whatever

name called;

(x) "Member", in relation to the Company, means –

i. the subscriber to the Memorandum of the Company who shall be deemed to have agreed to become member of the Company, and on its registration, shall be entered as member in its register of members;

ii. every other person holding Shares of the Company and who agrees in writing to become a member of the Company and whose name is entered in the register of members of the Company or as a beneficial owner in the records of a depository;

(y) "Annual General Meeting" means a general meeting of the Members held in accordance with the provisions of Section 96 of the Act and any adjournment thereof;

(z) "Extra Ordinary General Meeting" means an extraordinary general meeting of the Members other than Annual General Meeting, duly called and constituted and any adjournment thereof;

(aa) "Month" means a calendar month;

(bb) "Office" means the Registered office of the Company;

(cc) "Officer" includes any Director, manager or key managerial personnel or any person in accordance with whose directions or instructions the Board of Directors or any one or more of the Directors is or are accustomed to act;

(dd) "Ordinary Resolution" means a resolution passed by the Shareholders "Shareholders" means the holders of the Shares of the Company from time to time;" if the notice required under the Act has been duly given and it is required to be passed by the votes cast, whether on a show of hands, or electronically or on a poll, as the case may be, in favour of the resolution, including the casting vote, if any, of the Chairman, by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy or by postal ballot, exceed the votes, if any, cast against the resolution by members, so entitled and voting;

(ee) "Paid-up Share Capital" or "Share Capital Paid-up" means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid-up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the Company, but does not include any other amount received in respect of such shares, by whatever name called;

(ff) "Proxy" means an instrument in writing signed by a Member, authorising another person to vote for a member at General Meeting or Poll and includes attorney duly constituted under the power of attorney;

(gg) "Register of Members" means the Register of Members to be kept pursuant to the Act;

(hh) "Registrar" means a registrar, an additional registrar, a joint registrar, a deputy registrar or an assistant registrar, having the duty of registering companies and discharging various functions under this Act;

- (ii) "Section" or "Sections" means a section of the Acts, for the time being in force;
- (jj) "Seal" means the common seal of the Company;
- (kk) "Securities" has the meaning set out in the Securities Contracts (Regulation) Act, 1956;
- (ll) "Special Resolution" means a resolution passed by the Shareholders where—
  - (i) the intention to propose the resolution as a special resolution has been duly specified in the notice calling the general meeting or other intimation given to the members of the resolution;
  - (ii) the notice required under this Act has been duly given; and
  - (iii) the votes cast in favour of the resolution, whether on a show of hands, or electronically or on a poll, as the case may be, by members who, being entitled so to do, vote in person or by proxy or by postal ballot, are required to be not less than three times the number of the votes, if any, cast against the resolution by members so entitled and voting;
- (mm) "Share" means a share in the share capital of the Company and includes stock;
- (nn) "Transfer", in the context of Shares or any Interest in Shares, means any of the following: (a) sell, assign, transfer or otherwise dispose of, or grant any option over, any Shares or any Interest in Shares; (b) create or permit to subsist any Encumbrance over Shares or any Interest in Shares; (c) enter into any agreement in respect of the votes or any other right attached to any Shares or any Interest in Shares; or (d) renounce or assign any right to receive any Shares or any Interest in Shares;
- (oo) "Tribunal" means the National Company Law Tribunal constituted under Section 408 of the Act;
- (pp) "Voting Right" means the right of a Member of a Company to vote in any meeting of the Company;
- (qq) "Written" or "in writing" means and includes the word printed, lithographed, represented in or reproduced in any mode in a visible form; and
- (rr) "Year" means the Financial Year of the Company".

Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine gender.

Unless the context otherwise requires, words or expression contained in these Articles shall bear 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 |  |  |   |         |
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| 3.                                    |  |  | The Authorised Share Capital of the Company shall be as stated in Clause V of the | Capital |



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| 7. |     |  | Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue provide:<br>a. one certificate for all his shares without payment of any charges; or<br>b. several certificates, each for one or more of his shares, upon payment of such fees as may be prescribed under the Rules and fixed by the Board, for each certificate after the first.  | Issue of Certificate  |
|    | i.  |  | Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon.   | Certificate to bear seal  |
|    | ii. |  | 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.  | One certificate for shares held jointly   |
| 8. | i.  |  | 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 without any fee or on payment of such other fees as may be fixed by the Board from time to time in accordance with the Act, for each certificate. | Issue of new share certificate in place of one defaced, lost or destroyed                   |
|    | ii. |  | The provisions of the foregoing Articles relating to issue of certificates shall <i>mutatis mutandis</i> apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company   | Provisions as to issue of certificates to apply <i>mutatis mutandis</i> to debentures, etc. |
| 9. |     |  | 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  |   |

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|     |      |  | equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by the Articles 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.  |   |
| 10. | i.   |  | The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, 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 the Act and the Rules.   | Power to pay commission in connection with securities issued                |
|     | ii.  |  | The rate or amount of the commission shall not exceed the rate or amount prescribed in the Act and the Rules.  | Rate of commission in accordance with the Rules                             |
|     | 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.   | Mode of payment of commission   |
| 11. | i.   |  | 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 the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class, as prescribed under the Act. | Variation of the members right  |
|     | ii.  |  | 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.  | Provisions as to general meetings to apply mutatis mutandis to each meeting |
| 12. |      |  | The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.  | Issue of further shares not to affect rights of existing members            |
| 13. |      |  | Subject to the provisions of the Act, any preference shares may, with the sanction of a special resolution, be issued or re issued on the  | Power to issue redeemable   |

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|     |     |    | 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 such special resolution, determine.  | preference shares               |
| 14. | i.  | a. | The Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:   | Further issue of Share Capital  |
|     |     | b. | 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 favor of any other person; or  |                                 |
|     |     | c. | employees under any scheme of employees' stock option, subject to approval by the shareholders of the Company by way of a special resolution; or any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above, subject to approval by the shareholders of the Company by way of a special resolution.   |                                 |
|     | ii. |    | 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.  | Mode of further issue of shares |
| 15. |     |    | 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 / ESOPS in accordance with such rules and guidelines issued by the Securities and Exchange Board of India and/or other competent authorities for the time being and further subject to such conditions as may be prescribed in that behalf.  | Sweat equity shares/ ESOPS      |
| 16. |     |    | 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 | Terms of issue of debentures    |

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|                      |      |    | shares shall be issued only with the consent of the Company in the general meeting by way of a special resolution.  |  |
| <b>Joint holders</b> |      |    |   |  |
| 17.                  | i.   |    | Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint holders with benefits of survivorship, subject to the following and other provisions contained in these Articles:   | Joint-holders  |
|                      | ii.  |    | The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share.   | Liability of joint-holders   |
|                      | iii. |    | On the death of any one or more of such joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.   | Death of one or more joint holders                                 |
|                      | iv.  |    | Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.   | Receipt of one sufficient  |
|                      | v.   |    | Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.  | Delivery of certificate and giving of notice to first named holder |
|                      | vi.  | a. | Any one of two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint- holders shall be entitled to vote in preference to a joint holder present | Vote of joint-holders  |
|                      |      | b. | Several executors or administrators of a deceased member (in whose (deceased member), sole  | Executors or administrators  |

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|             |      |    | name any share stands shall for the purpose of this clause be joint-holders  | as joint holders   |
|             | vii. |    | The provisions of these Articles relating to joint holder of shares shall mutatis mutandis apply to any other securities including debentures of the company registered in the joint names   | Provisions as to joint holders as to shares to apply mutatis mutandis to debentures etc. |
| <b>Lien</b> |      |    |  |  |
| <b>18.</b>  | i.   | a. | The Company shall have a first and paramount lien—<br>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<br>b. 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:<br>Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.   | Company's lien on shares   |
|             | ii.  |    | The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares.  | Lien to extend to dividends, etc.  |
| <b>19.</b>  |      | a. | The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:<br>Provided that no sale shall be made:<br>unless a sum in respect of which the lien exists is presently payable; or<br>b. 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 or otherwise. | As to enforcing lien by sale   |
| <b>20.</b>  | i.   |    | To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.   | Validity of sale   |
|             | ii.  |    | The purchaser shall be registered as the holder of the shares comprised in any such transfer.  | Purchaser to be registered holder  |
|             | iii. |    | 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  | Purchaser not affected   |

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|  |     |  | or invalidity in the proceedings in reference to the sale.   |   |
| 21.                                    |     |  | 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.   | Validity of Company's receipt   |
| 22.                                    | i.  |  | 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.   | Application of proceeds of sale   |
|  | ii. |  | 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.  | Payment of residual money   |
| 23.                                    |     |  | 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 recognize 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.  | Outsider's lien not to effect Company's lien                                  |
| 24.                                    |     |  | The provisions of these Articles relating to lien shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.   | Provisions as to lien to apply <i>mutatis mutandis</i> to debentures, etc.    |
| <b>Dematerialization of Securities</b> |     |  |  |   |
| 25.                                    |     |  | Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its shares, debentures and other securities and to offer any shares, debentures or other securities proposed to be issued by it for subscription in a dematerialized form and on the same being done, the Company shall further be entitled to maintain a register of members/ debenture-holders/ other security-holders with the details of members/ debenture-holders/ other security-holders holding shares, debentures or other securities both in materialized and dematerialized form in any media as permitted | Company entitled to dematerialize its shares, debentures and other securities |

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|     |  |  | by the Act.   |   |
| 26. |  |  | Every person subscribing to or holding securities of the Company shall have the option to receive security certificates or to hold the securities in electronic form with a Depository. If a person opts to hold his security with a Depository, the Company shall intimate such Depository the details of allotment of the security, and on receipt of the information, the Depository shall enter in its records the name of the allottee as the beneficial owner of the security.  | Option to hold shares in electronic or physical form            |
| 27. |  |  | Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears as the beneficial owner of the shares, debentures and other securities in the records of the Depository as the absolute owner thereof as regards receipt of dividends or bonus on shares, interest/premium on debentures & other securities and repayment thereof or for service of notices and all or any other matters connected with the Company and accordingly the Company shall not (except as ordered by a court of competent jurisdiction or as by law required and except as aforesaid) be bound to recognize any benami trust or equity or equitable, contingent or other claim to or interest in such shares, debentures or other securities as the case may be, on the part of any other person whether or not it shall have express or implied notice thereof. | Beneficial owner deemed as absolute owner                       |
| 28. |  |  | In the case of transfer of shares, debentures or other securities where the Company has not issued any certificates and where such shares, debentures or other securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply.<br>Provided that in respect of the shares and securities held by the Depository on behalf of a beneficial owner, provisions of Section 9 of the Depositories Act, 1996, shall apply so far as applicable.  | Shares, debentures and other securities held in electronic form |
| 29. |  |  | Every Depository shall furnish to the Company, information about the transfer of securities in the name of the beneficial owner at such intervals and in such manner as may be specified by the bye-laws of the Depository and the Company in that behalf.  | Information about transfer of securities                        |
| 30. |  |  | Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and  | Provisions to apply to shares in electronic                     |

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|                        |      |  | transfer and transmission of shares shall be applicable to shares held in electronic form so far as they apply to shares in physical form subject however to the provisions of the Depositories Act, 1996.  | form  |
| <b>Calls on shares</b> |      |  |   |   |
| <b>31.</b>             | i.   |  | The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: 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 payment of the last preceding call. | Board may make calls                        |
|                        | ii.  |  | 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.   | Notice of call                              |
|                        | iii. |  | The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.  | Board may extend time for payment           |
|                        | iv.  |  | A call may be revoked or postponed at the discretion of the Board.  | Revocation or postponement of call          |
| <b>32.</b>             |      |  | 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.   | Call to take effect from date of resolution |
| <b>33.</b>             |      |  | The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.   | Liability of joint holders of shares        |
| <b>34.</b>             | i.   |  | If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.  | When interest on call payable               |
|                        | ii.  |  | The Board shall be at liberty to waive payment of any such interest wholly or in part.  | Board may waive interest                    |
| <b>35.</b>             | i.   |  | Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value   | Sums deemed to be calls                     |

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|     |     |     | of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.   |  |
|     | ii. |     | In case of non-payment of such sum, all the relevant provisions of these Articles 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.   | Effect of non-payment of sums                        |
| 36. |     | i.  | The Board:<br>may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and  | Payment in anticipation of calls may carry interest  |
|     |     | ii. | upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him. |  |
| 37. |     |     | If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.   | Installments on shares to be duly paid               |
| 38. |     |     | All calls shall be made on a uniform basis on all shares falling under the same class.  | Calls on shares of same class to be on uniform basis |
| 39. |     |     | Neither a judgment nor a decree in favor of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of payment of any such money shall preclude the forfeiture of such shares as herein  | Partial payment not to preclude forfeiture           |

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|                           |     |  | provided.   |  |
| 40.                       |     |  | The provisions of these Articles relating to calls on shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.   | Provisions as to calls to apply <i>mutatis mutandis</i> to debentures etc.   |
| <b>Transfer of shares</b> |     |  |   |  |
| 41.                       | i.  |  | The instrument of transfer of any share in the Company which is in physical form shall be executed by or on behalf of both the transferor and transferee.   | Instrument of transfer to be executed by transferor and transferee           |
|                           | ii. |  | 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.   |  |
| 42.                       |     |  | The Company shall not register a transfer of shares in, or debentures of the Company held in physical form unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company along with the certificates relating to the shares or debentures, or if no such certificate is in existence, along with the letter of allotment of the shares or debentures: | Transfer not to be registered except on production of instrument of transfer |
|                           |     |  | that where on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost or where the instrument of transfer has not been delivered within the prescribed period, the Company may register the transfer on such terms as to indemnity as the Board may think fit:                               |  |
| 43.                       |     |  | In case of shares held in physical form, the Board may, subject to the right of appeal conferred by the Act decline to register any transfer of shares on which the Company has a lien.   | Board may refuse to register transfer  |
| 44.                       |     |  | A transfer of the shares or other interest in the Company of a deceased member thereof made by his legal representatives shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of   | Transfer by legal representative   |

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|     |      |  | the execution of the instrument of transfer.  |  |
| 45. |      |  | Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered, unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the date of receipt of the notice.  | Transfer of partly paid shares                               |
| 46. |      |  | In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless:  | Board may decline to recognize instrument of transfer        |
|     | i.   |  | the instrument of transfer is in the form as prescribed in the Rules or under the Act,  |  |
|     | 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.   |  |
| 47. |      |  | If the Company refuses to register the transfer of any share pursuant to these Articles, it shall within thirty days from the date on which the instrument of transfer was delivered to the Company send notice of refusal to the transferee and transferor.  | Notice of refusal to be given to transferor and transferee   |
| 48. |      |  | No transfer shall be made to a person of unsound mind. However, transfer of fully paid up shares can be made in the name of a minor if he is represented by his lawful guardian.  | No transfer to minor   |
| 49. |      |  | All instruments of transfer shall be retained by the Company, but any instrument of transfer which the Board may decline to register shall be returned to the person depositing the same.   | When transfers to be retained                                |
| 50. |      |  | The Company may, after giving not less than seven days' previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situate, close the register of members or the register of debenture-holders or other security holders for any period or periods not exceeding in the whole forty-five days in each year, but not exceeding thirty days at any one time. | Power to close Register of Members or other security-holders |
| 51. |      |  | The provisions of these Articles relating to transfer of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.  | Provisions as to transfer of shares to apply <i>mutatis</i>  |

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|                               |      |          |  | <i>mutandis</i> to debentures, etc.       |
| <b>Transmission of shares</b> |      |          |  |   |
| 52.                           | i.   |          | On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares.   | Title to shares on death of a member      |
|                               | ii.  |          | Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.  | Estate of deceased member liable          |
| 53.                           | i.   | a.<br>b. | Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either –<br>to be registered himself as holder of the share; or<br>to make such transfer of the share as the deceased or insolvent member could have made. | Transmission Clause                       |
|                               | ii.  |          | The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.  | Board's right unaffected                  |
| 54.                           |      |          | The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.   | Indemnity to the Company                  |
| 55.                           | i.   |          | If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.   | Right to election of holder of share      |
|                               | ii.  |          | If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.   | Manner of testifying election             |
|                               | iii. |          | All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.  | Limitations applicable to notice          |
| 56.                           | i.   |          | A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other   | Claimant to be entitled to same advantage |

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|  |      |  | advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:   |  |
|  | ii.  |  | Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.  |  |
| 57.  |      |  | The provisions of these Articles relating to transmission by operation of law shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.  | Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures, etc. |
| <b>Nomination of Shares and Transfer thereof</b> |      |  |   |  |
| 58.  | i    |  | Every Holder of Securities of the Company may, at any time nominate, in the prescribed manner under Section 72 of the Act and Rules made thereunder, a person to whom his shares, in or Debentures of the Company shall vest in the event of his death.   |  |
|  | ii.  |  | Where the Securities of the Company are held by more than one person, jointly, the joint holders may together nominate, in the prescribed manner under Section 72 of the Act and Rules made thereunder, a person to whom all the rights in the Shares or Debentures of the Company shall vest in the event of death of all joint holders.   |  |
|  | 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 the Securities of the Company, where a nomination made in the prescribed manner under Section 72 of the Act and Rules made thereunder, purports to confer on any person the right to vest the securities of the Company, the nominees shall, on the death of the holder of Securities of the Company or, as the case may be, on the death of the joint holders, become entitled to all the rights in the Securities |  |

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|                             |     |  | of the Company or, as the case may be, all the joint holders, in relation to such Securities, to the exclusion of all other persons, unless the nomination is varied ,or cancelled in the prescribed manner under the Act.  |  |
|                             | iv. |  | Where the nominee is a minor, it shall be lawful for the holder of the securities, making the nomination to appoint, in the prescribed manner under Section 72 of the Act and Rules made thereunder, any person to become entitled to securities of the Company, in the event of his death, during the minority.  |  |
| <b>Forfeiture of shares</b> |     |  |   |  |
| 59.                         |     |  | 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. | If call or installment not paid notice must be given |
| 60.                         |     |  | The notice aforesaid shall:   | Form of notice                                       |
|                             | 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.  |  |
| 61.                         |     |  | 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.  | In default of payment, shares to be forfeited        |
| 62.                         |     |  | 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.        | Entry of forfeiture in register of members           |
| 63.                         |     |  | The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all  | Effect of forfeiture                                 |

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|     |      |  | claims and demands against the Company, in respect of the share and all other rights incidental to the share and all other rights incidental to the share.   |   |
| 64. | i.   |  | A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.   | Forfeited shares may be sold, etc.  |
|     | ii.  |  | At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.  | Cancellation of forfeiture  |
| 65. | i.   |  | A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.  | Member still liable to pay money owing at time of forfeiture              |
|     | ii.  |  | 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 realization. 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. | Member still liable to pay money owing at time of forfeiture and interest |
|     | iii. |  | 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.  | Cessation of liability  |
| 66. | i.   |  | 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;  | Certificate of forfeiture   |
|     | ii.  |  | 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 favor of the person to whom the share is sold or disposed of;  | Title of purchaser and transferee of forfeited shares                     |
|     | iii. |  | The transferee shall thereupon be registered as the holder of the share; and   | Transferee to be registered as holder                                     |
|     | iv.  |  | 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   | Transferee not affected   |

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|                              |  |  | irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.   |  |
| 67.                          |  |  | 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.  | Validity of the sales  |
| 68.                          |  |  | 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 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. | Cancellation of share certificate in respect of forfeited shares                           |
| 69.                          |  |  | 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.  | Surrender of share certificates  |
| 70.                          |  |  | The provisions of these regulations as to forfeiture shall apply in the case of nonpayment 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.   | Sums deemed to be calls  |
| 71.                          |  |  | The provisions of these Articles relating to forfeiture of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.   | Provisions as to forfeiture of shares to apply <i>mutatis mutandis</i> to debentures, etc. |
| <b>Alteration of capital</b> |  |  |  |  |
| 72.                          |  |  | The Company may, from time to time, by ordinary resolution increase the share capital by   | Power to alter share capital   |

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|     |      |  | such sum, to be divided into shares of such amount, as may be specified in the resolution.   |                                    |
| 73. |      |  | Subject to the provisions of the Act, the company may, by ordinary resolution:   |                                    |
|     | i.   |  | consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;  |                                    |
|     | ii.  |  | convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;   |                                    |
|     | iii. |  | sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;   |                                    |
|     | iv.  |  | 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.  |                                    |
| 74. |      |  | Where shares are converted into stock-   | Shares may be converted into stock |
|     | i.   |  | the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:   |                                    |
|     |      |  | Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.   |                                    |
|     | ii.  |  | the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. | Right of stockholders              |
|     | iii. |  | Such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stockholder" respectively.   |                                    |
| 75. |      |  | The Company may, by special resolution, reduce in any manner and with, and subject to, any   | Reduction of capital               |

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|                                  |      |    | incident authorized and consent required by law:  |  |
|                                  | i.   |    | its share capital;  |  |
|                                  | ii.  |    | any capital redemption reserve account; or  |  |
|                                  | iii. |    | any share premium account   |  |
|                                  | iv.  |    | any other reserve in the nature of share capital.   |  |
| <b>Capitalization of profits</b> |      |    |   |  |
| 76.                              | i.   |    | The Company in general meeting may, upon the recommendation of the Board, resolve –   | Capitalization                         |
|                                  |      | 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.  |    | The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards –  | Sum how applied                        |
|                                  |      | 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 Article.   |  |
| 77.                              | i.   |    | Whenever such a resolution as aforesaid shall have been passed, the Board shall:  | Powers of the Board for capitalization |

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|                           |      | 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.  |    | The Board shall have power:  | Board's power to issue fractional certificate/coupon etc. |
|                           |      | 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.  | Agreement binding on members                              |
| <b>Buy-back of shares</b> |      |    |  |   |
| 78.                       |      |    | Notwithstanding anything contained in these articles but subject to the provisions of Sections 68 to 70 of the Act 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.  | Buy-back of shares  |

| <b>General meetings</b> |      |  |  |  |
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| 79.                     |      |  | An Annual General Meeting shall be held each calendar year within the timeline prescribed under Applicable Law. Not more than 15 (fifteen) months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the registrar under the provisions of Section 96 of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called during business hours on a day that is not a national holiday, and shall be held either at the registered office or at some other place within the city in which the registered office of the Company is situated, as the Board may determine | Annual General Meeting   |
| 80.                     |      |  | All General Meetings other than Annual General Meeting shall be called Extraordinary General Meeting.  |  |
| 81.                     | i.   |  | The Board may, whenever it thinks fit, call an extraordinary general meeting.  | Extraordinary general meeting<br>Powers of Board to call extraordinary general meeting |
|                         | ii.  |  | If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an Extraordinary General Meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.   |  |
|                         | iii. |  | The Board shall on the requisition of such number of member or members of the Company as is specified in Section 100 of the Act, forthwith proceed to call an extra-ordinary General Meeting of the Company and in respect of any such requisition and of any meeting to be called pursuant thereto, all other provisions of Section 100 of the Act shall for the time being apply.  |  |
|                         | iv.  |  | A General Meeting of the Company may be convened by giving not less than clear 21 (twenty-one) days' notice either in writing or through electronic mode in such manner as prescribed under the Act, provided that a General Meeting may be called after giving a shorter notice if consent, in writing or by  |  |

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|  |     |  | <p>electronic mode, is accorded thereto –</p> <p>(a) in the case of an Annual General Meeting, by not less than ninety-five per cent. of the Members entitled to vote thereat; and</p> <p>(b) in the case of any other General Meeting, by Members of the Company holding, majority in number of Members entitled to vote and who represent not less than ninety-five per cent. of such part of the paid-up share capital of the Company as gives a right to vote at the meeting; Provided further that where any Member of the Company is entitled to vote only on some resolution or resolutions to be moved at a General Meeting and not on the others, those Members shall be taken into account for the abovementioned purposes, in respect of the former resolution or resolutions and not in respect of the latter.</p> |  |
| <b>Proceedings at General meetings</b> |     |  |  |  |
| 82.                                    | 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.  | Presence of Quorum   |
|  | ii. |  | Save as otherwise provided herein, the quorum for the General Meetings shall be as provided in Section 103 of the Act.   | Quorum for general meeting.                                      |
| 83.                                    |     |  | A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.   |  |
| 84.                                    |     |  | The chairperson, if any, of the Board shall preside as Chairperson at every General Meeting of the Company.  | Chairperson of the meetings                                      |
| 85.                                    |     |  | If there is no such Chairperson, or if he is not present within fifteen minutes 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.   | Business confined to election of Chairperson whilst chair vacant |
| 86.                                    |     |  | If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.   |  |
| 87.                                    |     |  | In the event a quorum as required herein is not present within 30 (thirty) minutes of the appointed time, then subject to the provisions of Section 103 of the Act, the General Meeting shall  |  |

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|     |     |  | stand adjourned to the same place and time 7 (seven) days later, provided that the agenda for such adjourned General Meeting shall remain the same. The said General Meeting if called by requisitionists under Article 50 herein read with Section 100 of the Act shall stand cancelled.   |  |
| 88. |     |  | In case of an adjourned meeting or of a change of day, time or place of meeting, the Company shall give not less than 3 (three) days' notice to the Members either individually or by publishing an advertisement in the newspapers (one in English and one in vernacular language) which is in circulation at the place where the registered office of the Company is situated.  |  |
| 89. |     |  | 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 Act 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.  | Minutes of proceedings of meetings and resolutions passed by postal ballot |
| 90. | i.  |  | There shall not be included in the minutes any matter which, in the opinion of the chairperson of the meeting –<br>(a) is, or could reasonably be regarded, as defamatory of any person; or<br>(b) is irrelevant or immaterial to the proceedings; or<br>(c) is detrimental to the interests of the Company   |  |
|     | ii. |  | The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.   |  |
| 91. |     |  | 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 Board, with a copy of any minutes referred to in clause (1) above: Provided that a member who has made a request for provision of a soft copy of the minutes of any previous General Meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost. | Members may obtain copy of the minutes                                     |

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| 92.                           |      |  | The Board, and also any person(s) authorised by it, may take any action before the commencement of any General Meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meetings, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision. |  |
| <b>Adjournment of meeting</b> |      |  |  |  |
| 93                            | i.   |  | The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.  | Chairperson may adjourn the meeting              |
|                               | ii.  |  | No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.   | Business at adjourned meeting                    |
|                               | iii. |  | When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.   | Notice of adjourned meeting                      |
|                               | iv.  |  | Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.  | Notice of adjourned meeting not required         |
| <b>Voting rights</b>          |      |  |  |  |
| 94                            |      |  | Subject to any rights or restrictions for the time being attached to any class or classes of shares, —<br>on a show of hands, every member present in person shall have one vote; and<br>on a poll, the voting rights of members shall be in proportion to their share in the paid-up equity share capital of the Company.   | Entitlement to vote on show of hands and on poll |
| 95.                           |      |  | Where a poll is to be taken, the Chairman of the meeting shall appoint such number of persons, as he deems necessary to scrutinize the poll process and votes given on the poll and to report thereon to him;  | Scrutineers at poll                              |
| 96.                           |      |  | 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.   |  |

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| 97.  |  |     | A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.  | Voting through electronic means                                    |
| 98.  |  | 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.   | Vote of joint-holders  |
|      |  | ii. | For this purpose, seniority shall be determined by the order in which the names stand in the register of members.   | Seniority of names   |
| 99.  |  |     | 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.  | How members <i>non compos mentis</i> and minor may vote            |
| 100. |  |     | 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 <i>Transmission</i> 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. | Votes in respect of shares of deceased or insolvent members, etc.  |
| 101. |  |     | Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.   | Business may proceed pending poll                                  |
| 102. |  |     | 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 or in regard to which the Company has exercised any right of lien.  | Restriction on voting rights                                       |
| 103. |  |     | 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.   | Restriction on exercise of voting rights in other cases to be void |
| 104. |  | i.  | No objection shall be raised to the qualification of any voter except at the meeting or adjourned   | Validity of the vote   |

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|                           |     |  | 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.   |  |
| 105.                      |     |  | Any member shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.  | Equal rights of members                                    |
| <b>Proxy</b>              |     |  |  |  |
| 106.                      |     |  | <p>Subject to the provisions of the Act and these Articles, any Member of the Company entitled to attend and vote at a General Meeting of the Company shall be entitled to appoint a proxy to attend and vote instead of himself and the Proxy so appointed shall have no right to speak at the meeting</p> <p>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. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company 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.</p> | Member may vote in person or otherwise                     |
| 107.                      |     |  | An instrument appointing a proxy shall be in the form as prescribed in the rules made under Section 105 of the Act.  | Form of proxy  |
| 108.                      |     |  | <p>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:</p> <p>Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.</p>  | Proxies to be valid notwithstanding death of the principal |
| <b>Board of Directors</b> |     |  |  |  |

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| 109. |     |  | Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than 3 (three) and shall not be more than 15 (Fifteen).  | Board of directors   |
| 110. |     |  | Notwithstanding anything contrary contained in the Articles, if the Company has availed any loan(s) from, or issued any debentures or other instruments/securities to, any bank(s), financial institution(s), non-banking financial companies, asset reconstruction companies or any other body corporate ("Lender(s)") and so long as any monies with respect to such loan(s) granted by such Lender(s) to the Company remain outstanding by the Company to any Lender(s) or so long as the Lender(s) continue to hold debentures in the Company by direct subscription or private placement, or so long as the Lender(s) hold equity shares in the Company as a result of conversion of such loans/debentures, or if the agreement with the respective Lender(s) provide for appointment of any person or persons as a Director or Directors, or if the Company is required to appoint any person as a director pursuant to any agreement, (which Director or Directors is / are herein after referred to as "Nominee Director(s) / Observer(s)") on the Board, the Company may appoint such person nominated by such Lender(s) as Nominee Director / Observer, in accordance with the terms and conditions specified in the agreement executed with such Lender. | Nominee Directors  |
| 111. |     |  | The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company, subject to section 203 of the Act.  | Same individual may be Chairperson and Managing Director / Chief Executive Officer |
| 112. |     |  | The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.  | Remuneration of directors  |
| 113. | i.  |  | The remuneration payable to the Directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution/special resolution, as the case may be, passed by the Company in general meeting.  | Remuneration to require members' consent   |
|      | ii. |  | In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses   | Travelling and other expenses  |

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|             |      |    | properly incurred by them—  |   |
|             |      | a. | in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or  |   |
|             |      | b. | in connection with the business of the company.   |   |
| <b>114.</b> | i.   |    | The Company shall appoint such number of Independent Directors as it may deem fit, for a term specified in the resolution appointing him. An Independent Director may be appointed to hold office for a term of up to five consecutive years on the Board of the Company and shall be eligible for re-appointment on passing of Special Resolution and such other compliances as may be required in this regard. No Independent Director shall hold office for more than two consecutive terms. The provisions relating to retirement of directors by rotation shall not be applicable to appointment of Independent Directors. | Appointment of directors and proportion to retire by rotation |
|             | ii.  |    | Not less than two-thirds of the total number of Directors of the Company shall:   |   |
|             |      | a. | be persons whose period of office is liable to determination by retirement of Directors by rotation; and  |   |
|             |      | b. | save as otherwise expressly provided in the said Act; be appointed by the Company in General Meeting.<br>Explanation:- for the purposes of this Article “total number of Directors” shall not include Independent Directors appointed on the Board of the Company.  |   |
|             | iii. |    | The remaining Directors of the Company shall also be appointed by the Company in General Meeting except to the extent that the Articles otherwise provide or permit.  |   |
| <b>115.</b> | i.   |    | Subject to the provisions of Section 152 of the Act at every Annual General Meeting, one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third, shall retire from office.   | Provision regarding Directors retiring by rotation            |
|             | ii.  |    | The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot. A retiring Director shall be eligible for re-   |   |

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|             |      |    | election.  |                                     |
|             | iii. | a. | 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.  |                                     |
|             |      | b. | If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a National Holiday, till the next succeeding day which is not a holiday, at the same time and place. |                                     |
|             |      | c. | If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting unless :-   |                                     |
|             |      |    | (i) at the meeting or at the previous meeting a resolution for the re-appointment of such Director has been put to the meeting and lost;   |                                     |
|             |      |    | (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed;  |                                     |
|             |      |    | (iii) he is not qualified or is disqualified for appointment;  |                                     |
|             |      |    | (iv) a resolution, whether special or ordinary, is required for his appointment or re-appointment by virtue of any provisions of the said Act; or  |                                     |
|             |      |    | (v) Section 162 is applicable to the case.   |                                     |
| <b>116.</b> |      |    | The Company may by an ordinary resolution remove any Director (not being a Director appointed by the Tribunal in pursuance of Section 242 of the Act) in accordance with the provisions of Section 169 of the Act. A Director so removed shall not be re- appointed a Director by the Board of Directors. N  | Removal of Director                 |
| <b>117.</b> |      |    | 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.  |                                     |
| <b>118.</b> |      |    | All cheques, promissory notes, drafts, <i>hundis</i> , bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted,  | Execution of negotiable instruments |

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|      |     |  | endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board or a committee thereof shall from time to time by resolution, determine.   |   |
| 119. |     |  | Every Director present at any meeting of the Board or of a committee thereof shall sign his name in the attendance book or attendance sheet kept for that purpose.   |   |
| 120. | i.  |  | Subject to the provisions of the Act, 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.  | Appointment of Additional director                        |
|      | 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.   | Duration of the office of the additional director         |
| 121. |     |  | The Board may appoint an alternate director to act for a Director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India.<br><br>No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act. | Appointment of alternate director                         |
| 122. |     |  | An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.  | Duration of office of alternate director                  |
| 123. |     |  | If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the alternate director.  | Re-appointment provisions applicable to Original Director |
| 124. | i.  |  | If the office of any Director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.  | Appointment of director to fill casual vacancies          |
|      | ii. |  | The Director so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated.   | Duration of office of Director appointed to fill          |

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|                                 |    |  |  | casual vacancies                              |
| <b>Power of Board</b>           |    |  |  |   |
| <b>125.</b>                     |    |  | 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. | General powers of the Company vested in Board |
| <b>126.</b>                     |    |  | 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.   | Power to borrow                               |
| <b>127.</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.  | Conditions on which money may be borrowed     |
| <b>Proceedings of the Board</b> |    |  |  |   |
| <b>128.</b>                     | i. |  | The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.  | When meeting to be convened                   |

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|      | ii.  |  | The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time summon a meeting of the Board.   | Who may summon Board meeting                         |
| 129. |      |  | A meeting of the Board of Directors shall be held at least four times every year and not more than 120 days shall lapse between two Board meetings.  |  |
| 130. |      |  | Notice of every meeting of the Board of Directors of the Company shall be given in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.  | Notice of Meetings                                   |
| 131. |      |  | The quorum for a Board meeting shall be as provided in the Act.  | Quorum for Board meetings                            |
| 132. |      |  | The participation of Directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.  | Participation at Board meetings                      |
| 133. | i.   |  | Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.  | Questions at Board meeting how decided               |
|      | ii.  |  | In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote.   | Casting vote of Chairperson at Board meeting         |
| 134. |      |  | The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose. | Directors not to act when number falls below minimum |
| 135. | i.   |  | The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.   | Who to preside at meetings of the Board              |
|      | ii.  |  | The Board may elect one of their members as Co-Chairperson to preside over their meetings in the absence of the Chairperson and determine the period for which he is to hold office. The Co-Chairperson shall in the absence of the Chairperson, have all the powers conferred on the Chairperson by these Articles.   | Directors to elect a Co - Chairperson                |
|      | iii. |  | The Board may elect one of their members as Vice Chairman to preside over their meetings in the absence of the Chairperson and Co-   | Directors to elect a Vice Chairman                   |

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|      |     |  | Chairperson and determine the period for which he is to hold office. The Vice Chairman shall in the absence of the Chairperson and Co-Chairperson, have all the powers conferred on the Chairperson by these Articles.  |  |
|      | iv. |  | If no such Chairperson, Co-Chairperson or Vice Chairman is elected, or if at any meeting the Chairperson, Co-Chairperson and Vice Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairperson of the meeting.   | Absence of Chairperson   |
| 136. | i.  |  | The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.  | Delegation of powers   |
|      | ii. |  | Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.   | Committee to conform to Board regulations                              |
| 137. |     |  | The participation of Directors in a meeting of the committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.   | Participation at Committee meetings                                    |
| 138. | i.  |  | A committee may elect a Chairperson of its meetings.  | Chairperson of Committee   |
|      | ii. |  | If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.  | Who to preside at meetings of Committee                                |
| 139. | i.  |  | A committee may meet and adjourn as it thinks fit.  | Committee to meet  |
|      | ii. |  | Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.  | Questions at Committee meeting how decided                             |
| 140. |     |  | All acts done in any meeting of the Board or of a committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Director or such person had been duly appointed and was qualified to be a | Acts of Board or Committee valid notwithstanding defect of appointment |

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|   |      |  | Director.   |  |
| <b>141.</b>                             |      |  | Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.   | Passing of resolution by circulation   |
| <b>Notices and Service of Documents</b> |      |  |   |  |
| <b>142.</b>                             | i.   |  | It shall be imperative on every member or notify to the Company for registration his place of address in India and if he has no registered address within India to supply to the Company an address within India for giving of notices to him.  | Members to notify Address for registration   |
|   | ii.  |  | A member may notify his email address if any, to which the notices and other documents of the company shall be served on him by electronic mode.  |  |
|   | iii. |  | The Company's obligation shall be satisfied when it transmits the email and the company shall not be responsible for failure in transmission beyond its control.  |  |
| <b>143.</b>                             |      |  | Subject to Section 20 of the said Act, a document may be served by the Company on any member thereof by sending it to him by post or by registered post or by speed post or by courier or by delivering at his address (within India) supplied by him to the company for the service of notices to him.<br>The term courier means person or agency who or which delivers the document and provides proof of its delivery. | Notice   |
| <b>144.</b>                             |      |  | Every person, who by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by any and every notice and other document in respect of such share which previous to his name and address being entered upon the register shall have been duly given to the person from whom he derives his title to such share.   | Transfer of successors in title of members bound by notice given to previous holders |
| <b>145.</b>                             |      |  | Any notice required to be given by the Company to the members or any of them and not expressly provided for by these presents shall be  | When notice may be given by  |

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|  |    |  | sufficiently given, if given by advertisement, once in English and once in a vernacular daily newspaper circulating in the city, town or village in which the registered office of the Company is situate.  | advertisement  |
| 146.   |    |  | Any notice or document served in the manner hereinbefore provided shall notwithstanding such member be then dead and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any share, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint-holder thereof and such service, for all purposes of these presents be deemed a sufficient service of such notice or documents on his heirs, executors, administrators and all person (if any) jointly interested with him in any such shares. | Service of notice good notwithstanding death of member |
| 147.   |    |  | Any notice given by the Company shall be signed (digitally or electronically) by a Director or by the Secretary or some other officer appointed by the Directors and the signature thereto may be written, facsimile, printed, lithographed, Photostat.   | Signature to notice                                    |
| 148.   |    |  | A document may be served on the Company or on an officer thereof by sending it to the Company or officer at the Registered Office of the Company by post or by Registered Post or by leaving it at its Registered Office, or by means of such electronic mode or other mode as may be specified in the relevant Rules.  | Service of documents on company                        |
| <b>Chief Executive Officer, Manager, Company Secretary, Whole Time Director, Chief Financial Officer</b> |    |  |   |  |
| 149.   |    |  | Subject to the provisions of the Act,—  |  |
|  | i. |  | 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 thinks 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; Subject to the provisions of the Act, in particular to the prohibitions and restrictions contained in Section 179 thereof, the Board may, from time to time, entrust to and confer upon the managing  | Chief Executive Officer, etc.                          |

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|             |      |  | Director / whole-time Director, for the time being, such of the powers exercisable hereunder by the Board, as it may think fit, and may confer such powers, for such time and be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as it thinks fit, and the Board may confer such power, either collaterally with or to the exclusion of, and in substitution for any of the powers of the Board in that behalf and may, from time to time, revoke, withdraw, alter or vary all or any of such powers.  |   |
|             | ii.  |  | Subject to the provisions of the Act, in particular to the prohibitions and restrictions contained in Section 179 thereof, the Board may, from time to time, entrust to and confer upon the managing Director / whole-time Director, for the time being, such of the powers exercisable hereunder by the Board, as it may think fit, and may confer such powers, for such time and be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as it thinks fit, and the Board may confer such power, either collaterally with or to the exclusion of, and in substitution for any of the powers of the Board in that behalf and may, from time to time, revoke, withdraw, alter or vary all or any of such powers. |   |
|             | iii. |  | A director may be appointed as chief executive officer, manager, Company secretary or chief financial officer.  | Director may be chief executive officer, etc.           |
| <b>150.</b> |      |  | A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, Company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, Company secretary or chief financial officer.  | Same person not authorized to act in different capacity |
| <b>151.</b> | i.   |  | 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  | Managing Director                                       |
|             | ii.  |  | 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.   |   |

| <b>The Seal</b>              |     |  |   |  |
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| <b>152.</b>                  |     |  | The Company shall have a common Seal and the Directors shall provide for the custody thereof. The Seal shall not be affixed to any instrument except:   | Seal   |
|                              | i.  |  | By the authority of a resolution of the Board of Directors or a committee of the Board authorized in that behalf, and   |  |
|                              | ii. |  | In the presence of at least two Directors or one Director and the secretary of the Company or such other person as the Board may appoint for the purpose, who shall sign every instrument to which the Seal is so affixed. Such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.  |  |
| <b>Dividends and Reserve</b> |     |  |   |  |
| <b>153.</b>                  |     |  | The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.   | Company in general meeting may declare dividends |
| <b>154.</b>                  |     |  | Subject to the provisions of the Act, 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   | Interim dividends                                |
| <b>155.</b>                  | 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. | Dividends only to be paid out of profits         |
|                              | ii. |  | The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.  | Carry forward of profits                         |
| <b>156.</b>                  | 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   | Division of profits                              |

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|      |     |  | 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 Article as paid on the share.   | Payments in advance   |
| 157. |     |  | 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.  | No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom |
| 158. |     |  | The Board may retain dividends payable upon shares in respect of which any person is, under the <i>Transmission</i> clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.  |   |
| 159. | i.  |  | Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or cheque or warrant sent through post or courier 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. |   |
|      | ii. |  | Every such cheque or warrant or electronic payment mode shall be made payable to the order of the person to whom it is sent.  | Instrument of payment   |
| 160. |     |  | 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.  | Receipt of one holder sufficient  |
| 161. |     |  | 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.  | Notice of Dividend  |
| 162. |     |  | 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.   | Waiver of dividend  |
| 163. |     |  | No dividend shall bear interest against the Company.  | No Interest on Dividend   |

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| 164.            |    |  | <p>The Company shall comply with the provisions of the Act in respect of any dividend remaining unpaid or unclaimed with the Company. Where the Company has declared a dividend but which has not been paid or claimed within 30 (thirty) days from the date of declaration, the Company shall, within 7 (seven) days from the date of expiry of the 30 (thirty) day period, transfer the total amount of dividend which remains so unpaid or unclaimed, to a special account to be opened by the Company in that behalf in any scheduled bank, to be called "Unpaid Dividend Account of Cello World Limited". The Company shall, within a period of 90 (ninety) days of making any transfer of an amount to the Unpaid Dividend Account of Cello World Limited, prepare a statement containing the names, their last known addresses and the unpaid dividend to be paid to each person and place it on the website of the Company, if any, and also on any other website approved by the Central Government for this purpose, in such form, manner and other particulars as may be prescribed. If any default is made in transferring the total amount referred above or any part thereof to the Unpaid Dividend Account of Cello World Limited, it shall pay, from the date of such default, interest on so much of the amount as has not been transferred to the said account, at the rate of 12 (twelve) per cent. per annum and the interest accruing on such amount shall ensure to the benefit of the Members of the company in proportion to the amount remaining unpaid to them. Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established under Section 125 of the Act and the Company shall send a statement in the prescribed form of the details of such transfer to the authority which administers the said fund and that authority shall issue a receipt to the company as evidence of such transfer. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.</p> |  |
| <b>Accounts</b> |    |  |   |  |
| 165.            | i. |  | The Directors shall keep or cause to be kept at the   |  |

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|             |      |    | Registered Office of the Company or at such place in India as the Board thinks fit proper books of accounts in respect of:  |                                    |
|             |      | a. | all sums of money received and expended by the Company, and the matters in respect of which the receipt and expenditure take place;   |                                    |
|             |      | b. | all sales and purchase of goods by the Company; and   |                                    |
|             |      | c. | the assets and liabilities of the Company.  |                                    |
|             |      | d. | The items of cost, if any- as specified in the relevant Rules.  |                                    |
|             | ii.  |    | Proper books of account shall also be kept at each branch office of the Company, whether in or outside India, relating to the transactions of that office and proper summarized returns made up to dates at intervals of not more than three months shall be sent by each branch office to the Company at its Registered Office of the Company or the other place referred to in clause (1) hereof.                               |                                    |
|             | iii. |    | The books of account referred to in clause (1) and (2) shall be such books as are necessary to give a true and fair view of the state of affairs of the Company or such branch office and to explain its transaction.   |                                    |
|             | iv.  |    | The books of accounts and other Books and Papers shall be open to inspection by any Directors during business hours.  |                                    |
|             | v    |    | The Directors shall comply in all respects with Sections 128, 129, 133, 134, 136, to 138 of the said Act and any statutory modifications thereof.   |                                    |
| <b>166.</b> |      |    | The Directors shall, from time to time, determine whether and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of the members not being Directors; and no member (not being a Director) shall have any right of inspection of any account or book or document of the Company except as conferred by | Inspection to members when allowed |

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|             |    |  | law or authorized by the Directors.  |   |
| <b>167.</b> |    |  | Subject to Section 129 of the Act at every Annual General Meeting of the Company the Directors shall lay before the Company a Financial Statements for each financial year.  | Financial Statements to be laid before the member                       |
| <b>168.</b> |    |  | The Financial Statements shall give a true and fair view of the state of affairs of the Company at the end of the period of the account.<br><br>Financial Statements shall comply with the provisions of Section 129 and 133 of the said Act.  | Contents of Financial Statements  |
| <b>169.</b> |    |  | The Financial Statements shall be signed in accordance with the provisions of Section 134 of the said Act.   | Financial Statements how to be signed                                   |
| <b>170.</b> |    |  | The Directors shall make out and attach to every Balance Sheet laid before the Company in General Meeting a Report of the Board of Directors which shall comply with the requirements of and shall be signed in the manner provided by Section 134 of the said Act.  |   |
| <b>171.</b> | i. |  | A copy of every Financial Statements (including consolidated Financial Statements, the Auditors' Report and every other document required by law to be annexed or attached, as the case may be, to the Financial Statement) which is to be laid before the Company in General Meeting shall not less than twenty one days before the date of meeting be sent to every member, every trustee for the debenture holder of any debentures issued by the Company, to the Auditors of the Company, and every director of the Company.<br><br>If the copies of the documents aforesaid are sent less than twenty one days before the date of the meeting they shall, notwithstanding that fact, be deemed to have been duly sent if it is so agreed by ninety five percent of the members entitled to vote at the meeting.<br><br>The accidental omission to send the documents aforesaid, to or the non-receipt of the documents aforesaid by, any member or other person to whom it should be given shall not invalidate the proceedings at the meeting. | Right of Members to copies of Financial Statements and Auditors' Report |

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|                   | ii. |  | Any member or holder of debentures of the Company whether he is or is not entitled to have copies of the Company's Financial Statements sent to him, shall on demand, be entitled to be furnished without charge, and any person from whom the Company has accepted a sum of money by way of deposit shall on demand accompanied by the payment of a fee of fifty rupees, be entitled to be furnished with a copy of the last Financial Statements and every other documents required by law to be annexed or attached thereto.           |  |
| 172.              | i.  |  | A copy of the Financial Statement, including consolidated Financial Statement, if any, along with all the documents which are required to be or attached to such Financial Statements under this Act, duly adopted at the annual general meeting of the company, shall be filed with the registrar within thirty days of the annual general meeting.  | Copies of Financial Statements etc. be filed |
|                   | ii. |  | If the Annual General Meeting before which a Financial Statement is laid as aforesaid does not adopt the Financial Statements, the un-adopted Financial Statements together with the other documents that are required to be attached to the financial statements shall be filed with the registrar within thirty days of the annual general meeting. Thereafter, the Financial Statements adopted at the adjourned annual general meeting shall be filed with the Registrar within thirty days of such adjourned annual general meeting. |  |
| 173.              |     |  | Every account when audited and approved by a General Meeting shall be conclusive.   | When accounts to be deemed finally settled   |
|                   |     |  |   |  |
| 174.              |     |  | Auditors shall be appointed and their rights and duties regulated in accordance with Section 139 to 148 of the Act and the relevant rules.  | Accounts to be audited                       |
| <b>Winding up</b> |     |  |   |  |
| 175.              |     |  | Subject to the provisions of Chapter XX of the Act and Rules thereunder –   | Winding up of Company                        |

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|                         | 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.  |  |
| <b>Borrowing Powers</b> |      |  |  |  |
| <b>176.</b>             | i.   |  | Subject to the provisions of the Act and these Articles, the Board may from time to time at their discretion raise or borrow or secure the payment of any such sum of money for the purpose of the Company, in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes or by receiving deposits and advances with or without security or by the issue of bonds, debentures, perpetual or otherwise, including debentures convertible into shares of this Company or any other company or perpetual annuities and to secure any such money so borrowed, raised or received, mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may be expedient and to purchase, redeem or pay off any such securities; provided however, that the moneys to be borrowed, together with the money already borrowed by the Company apart from temporary loans obtained from the Company's bankers in the ordinary course of business shall not, without the sanction of the Company by a Special Resolution at a General Meeting, exceed the aggregate of the paid up capital of the |  |

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|                                |      |  | Company and its free reserves. Provided that every Special Resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow shall specify the total amount up to which moneys may be borrowed by the Board of Directors.   |   |
|                                | ii.  |  | The Directors may by resolution at a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a committee of Directors or managing Director or to any other person permitted by applicable law, if any, within the limits prescribed.   |   |
|                                | iii. |  | To the extent permitted under the applicable law and subject to compliance with the requirements thereof, the Directors shall be empowered to grant loans to such entities at such terms as they may deem to be appropriate and he same shall be in the interests of the Company.  |   |
|                                | iv.  |  | Any bonds, Debentures or other securities may if permissible in applicable law be issued at a discount, premium or otherwise by the Company and shall with the consent of the Board be issued upon such terms and conditions and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company, and on the condition that they or any part of them may be convertible into equity shares of any denomination, and with any privileges and conditions as to the redemption, surrender, allotment of shares, appointment of Directors or otherwise. Provided that debentures with rights to allotment of or conversion into equity shares shall not be issued except with, the sanction of the Company in General Meeting accorded by a Special Resolution. |   |
| <b>Indemnity and Insurance</b> |      |  |  |   |
| <b>177.</b>                    |      |  | 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.  | Directors and officers right to indemnity |
| <b>178.</b>                    |      |  | 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   | Insurance                                 |

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|  |  |  | relation to the Company for which they may be liable but have acted honestly and reasonably. |  |
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We, the several persons, whose names, addresses, descriptions and occupation are hereunder of being formed into a Company in pursuance of this Article of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Signature, Name, Address,<br>Description & Occupation<br>of the Subscriber   | No. of equity<br>Shares taken by<br>each Subscriber | Signatures<br>of<br>Subscriber | Signature, Name, Address,<br>Description & Occupation<br>of Witness  |
|--|---|--------------------------------|--|
| <b>CELLO INDUSTRIES<br/>PRIVATE LIMITED</b><br>Address: Cello House,<br>Corporate Avenue, B Wing,<br>Sonawala Road,<br>Goregaon (East),<br>MUMBAI Mumbai City<br>400063<br>Through its authorized<br>representative<br>Mr. Pradeep Rathod<br>S/o. Mr. Ghisulal Rathod<br>Address: 120, Jawahar Nagar,<br>Goregaon (West),<br>Mumbai 400062.<br>Occupation: Business<br>vide Board Resolution<br>dated 6th June, 2018<br><b>Mr. Pankaj Rathod</b><br>S/o. 120, Jawahar Nagar,<br>Goregaon (West),<br>Mumbai - 400062<br>Occupation: Business<br>as a nominee of the Company<br><i>vide</i> Board resolution dated<br>6 <sup>th</sup> June, 2018<br><br><div style="text-align: right;">Total Shares taken</div> | 9999  | Sd/-                           |  |
|  | 1   | Sd/-                           | <div style="text-align: center;"> Sd/-<br/> Mr. Prasad Chavan<br/> S/o. Rajendra Chavan<br/> 206, 2nd Floor, Tantia Jogani Industrial Estate, /R. Boricha Marg,<br/>Opp. Lodha Excelus, Lower Parel (E), Mumbai 400011.<br/> Practising Company Secretary </div> |
|  | <b>10,000</b>                                       |                                |  |