



MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

TRIDENT GLOBAL CORP LIMITED





प्रारूप 1

पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U17200PB2011PLC035427

2011 - 2012

मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स

TRIDENT GLOBAL CORP LIMITED

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

यह निगमन-पत्र आज दिनांक एक सितम्बर दो हजार ग्यारह को चण्डीगड में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U17200PB2011PLC035427

2011 - 2012

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

Given at Chandigarh this First day of September Two Thousand Eleven.

Signature Not Verified
Digitally signed by Raj Singh
Date: 2011.09.01 11:16:06
GMT+05:30

Registrar of Companies, Punjab, Himachal Pradesh, and Chandigarh

कम्पनी रजिस्ट्रार, पंजाब, हिमाचल प्रदेश एवं चण्डीगड

*Note: The corresponding form has been approved by Prahlad Meena, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

TRIDENT GLOBAL CORP LIMITED
Trident Group, Sanghera - 148101,
Punjab, INDIA





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

कॉर्पोरेट पहचान संख्या : U17200PB2011PLC035427

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
TRIDENT GLOBAL CORP LIMITED

जिसका निगमन, कम्पनी अधिनियम, 1956(1956 का 1) के अंतर्गत दिनांक एक सितम्बर दो हजार ग्यारह को किया गया था और जिसने निर्धारित प्रपत्र में घोषणा प्रस्तुत की है या विधिवत सत्यापित किया है कि उक्त कम्पनी ने, अधिनियम की धारा 149(2) (क) से (ग) तक की शर्तों का अनुपालन कर लिया है और व्यापार करने के लिए हकदार है।

यह प्रमाण-पत्र आज दिनांक बारह अक्टूबर दो हजार ग्यारह को चण्डीगड में जारी किया जाता है।

Certificate for Commencement of Business

Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U17200PB2011PLC035427

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

Given at Chandigarh this Twelfth day of October Two Thousand Eleven.

Registrar of Companies, Punjab, Himachal Pradesh, and Chandigarh

कम्पनी रजिस्ट्रार, पंजाब, हिमाचल प्रदेश एवं चण्डीगड

Validity unknown
Digitally signed by Raj Singh
Date: 2011.10.12 16:15:38
GMT+05:30

*Note: The corresponding form has been approved by Prahlad Meena , Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

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

TRIDENT GLOBAL CORP LIMITED
Trident Group, Sanghera - 148101,
Punjab, INDIA





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Chandigarh

Corporate Bhawan, Plot No.4 B, Sector 27 B , Madhya Marg, Chandigarh, Chandigarh, INDIA,

Corporate Identity Number : U17200PB2011PLC035427.

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The share holders of M/s TRIDENT GLOBAL CORP LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 08/01/2015 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Chandigarh this Fourth day of February Two Thousand Fifteen.

Signature Not Verified

Digitally signed by
Dr Raj Singh
Date: 2015.02.04
18:22:58
GMT+05:30

Satya Pal Singh
Registrar of Companies
Registrar of Companies
Chandigarh

Mailing Address as per record available in Registrar of Companies office:

TRIDENT GLOBAL CORP LIMITED
Trident Group, Sanghera - 148101,
Punjab, INDIA



THE COMPANIES ACT, 2013
PUBLIC COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF

TRIDENT GLOBAL CORP LIMITED

- I. The name of the Company is Trident Global Corp Limited.
- .II. The Registered Office of the Company will be situated in the State of Punjab.
- III. The objects for which the Company is established are:

(A) MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION

1. To carry on the business of processing, re-processing, converting, researching, developing, refining, preparing, blending, purifying, piping, dyeing, producing, developing, manufacturing, retailing, formulating, acquiring, dealing in, buying, selling, storing, importing & exporting all kinds of textiles, textile products, yarns, yarns products, paper, paper products, chemicals, fertilizers, phosphates products, sugar, bagasse, molasses, alcohol and all other sugar related products, /bye products, intermediates and mixtures thereof and generation of electricity, power or other energy sources.

(B) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE III(A)

1. To acquire the know-how, technical and all other information as to the process of manufacturing including engineering and operating data, lay-outs, plans, blue-prints and the right to manufacture and deal in the matters and things of all kinds connected with the business and objects of the Company.
2. To repair, alter, remodel, clean, renovate, convert, manipulate and prepare for resale and resell any goods from time to time belonging to the Company.
3. To employ expert(s) to investigate and examine into the state of affairs, prospects, value, character and circumstances of any business concerns and undertaking generally of any assets, property or rights for the attainment of its objects.
4. To undertake, render and provide all types of services, including advisory, consultancy, accountancy in the fields of managerial, personnel, secretarial, commercial, financial, legal, economical, labour, industrial, public relation, scientific, technical, direct and indirect taxation and other levies, statistical, quality control and data processing, advertising & publicity, publishing, marketing, import and export, technical, industrial, civil, designing, engineering, project enterprises, preparation of feasibility, market survey and project reports, drawings, plant lay-outs, tenders for all the plants and machinery, equipments, buildings and other structures connected with the business and objects of the Company.
5. To generate, accumulate and use electricity or other energy sources, for running the Company's mills, factories, plants and machinery and for other purpose and to dispose of any surplus electricity or energy for any other purposes and on such terms and conditions and in any such manner as the Company thinks expedient and for such proposes to acquire or construct, lay down, establish, fix and carry out all plants, power houses, cables, conductors, insulators, wires, lines, accumulators, transformers, lamps, and works and to carry on the business of electricians and engineers and to execute and transact all such other works, acts, matters, and things as the Company may think expedient or convenient in connection therewith.

6. To buy, sell, exchange, refine, repair, alter, improve, convert, manipulate, prepare for, market, import, export and otherwise deal in all kinds of plants, machinery, equipments, apparatus, tools, utensils, receptacles, substances, ingredients and components, materials, articles and things necessary or convenient for carrying on the business or processes of the Company and things capable of being used in connection with any business of the Company.
7. To manufacture, buy, sell, exchange, alter, improve, manipulate, prepare for market, import or export high technology products such as micro processors, mini computers, word processors, image projectors and micro processor based systems.
8. To build, take on lease, purchase or acquire in any manner whatsoever any apartments, houses, flats, bungalows, raw houses, rooms and huts or other accommodation for office or residential use and to let or dispose of the same on any system on instalment payment basis, rent, purchase basis or by outright sale whether by private treaty or in any other mode of disposition all or any integral part thereof.
9. To provide long term finance to any person, or persons or cooperative society or association of persons or body of individual(s) or corporations or companies or other bodies for construction, purchase, enlarge, renovate, or repair of any house, flats, raw houses, bungalows, rooms, huts, used for office or residential purposes or to purchase any freehold or leasehold lands, estate or interest, in any property of whatsoever nature.
10. To purchase, take on lease or in exchange, hire or otherwise acquire any immovable or moveable property and any rights or privileges, which the Company may think necessary or convenient for the purposes of the business and in particular any land, building, easements, machinery, plant and stock- in-trade, and either to retain any property to be acquired for the purposes of the Company's business or to turn the same to account as may seem expedient.
11. To construct, improve, maintain, develop, work, manage, carry out, or control any buildings, factories or works, or any roads, ways, or other works and convenience, which may seem calculated directly or indirectly to advance the Company's interest and to contribute, to subsidise or otherwise assist or take part in the construction, improvement, maintenance, development, working, management, carry out or control thereof.
12. To act as shippers, underwriters, commission agents, advertising agents, travelling agents, forwarding and clearing agents, brokers and hardware merchandise connected with the business and objects of the Company.
13. To establish the branches or appoint agencies for or in connection with any of the objects of the Company, to carry on any business or branch of a business which the Company is authorised to carry on by means or through the agency of any subsidiary Company or Companies, and to enter into any arrangement with such subsidiary Company for taking the profits to and bearing the losses of any business or branch so carried on, or for financing any such subsidiary Company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily to close any such branch or business.
14. To manufacture, refine, prepare, extract, treat, purchase, sell, import, export, store, distribute or otherwise deal in either as principals or as agents or in collaboration with others all or any of the following viz. rice bran, oil cakes and seeds, nuts, deoiled brans and cakes crude oil, refined oil, perfumed and all other types of oils and extracting by-products thereof, manufacturers of hydrogenated, and all other types and kinds of ingredients for the attainment of objects herein contained.
15. To manufacture, treat, refine, prepare, sell, purchase, import, export, store, distribute, let on hire, alter, assemble, or otherwise deal in, either as principals, or as agents or in collaboration with others, all types of machinery and spares and accessories thereof, chemicals, and appliances for oil making and extracting by-products from oils, cattle and poultry feed, farm manure, hexane drums, barrels, tins, boxes, cases, bags and other containers, tools and implements and other allied materials for the attainment of objects herein contained.
16. To establish and maintain agencies, branch offices, and local registers and to procure registration or recognition of the Company and to carry on business in any part of the world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as are possessed by local companies or partnership or as may be thought desirable.

17. To appoint Directors or Managers of any subsidiary Company or of any other Company in which this Company is or may be directly or indirectly interested.
18. To take part in the supervision and control of the business or operation of any Company or undertaking and for the purpose to appoint and remunerate any director, trustees, accountants, employees, or other experts or agents.
19. To purchase or otherwise acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm, body corporate, or corporation, carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of any property or rights suitable for the purposes of this Company.
20. To enter into any contract or arrangement with any Government, State or authorities, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such Government, State or authority, person or Company any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, execute and comply with any such contracts, arrangements, rights, privileges and concessions.
21. To erect, construct, lay down, maintain, remove enlarge and alter any buildings, plant, works or offices necessary or convenient for the purposes of the Company or for other purposes and generally from time to time to provide all requisite accommodation and facilities thereof.
22. To undertake financial and commercial obligations, transactions and operations of all kinds in connection with the business of the Company.
23. To let on lease or on hire-purchase system or to lend over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other Company.
24. To amalgamate with any other Company whose objects are, or include objects similar and/or different to those of this Company whether by sale or purchase for fully or partly paid-up shares or otherwise, of the undertaking subject to the liabilities of this or any such other Company as aforesaid, with or without winding up or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any other Company as aforesaid or in any other manner.
- 25*. Subject to the applicable provisions of the Companies Act, 2013 and rules made thereunder and the regulations in respect thereof made by Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particulars by issue of debentures, debenture stock (perpetual or otherwise) and to secure repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the Company or any person or Company as the case may be.
26. To issue and deposit any securities which the Company has power to issue by way of mortgage, to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company or in whose business or undertakings the Company is interested, whether directly or indirectly.
27. To lend and advance money or property with or without security or to give credit to such persons or companies and upon such terms as may seem expedient and as the Company may approve and in particular to customers and persons having dealings with the Company and to guarantee the performance of any contract or obligation and the payment of money of or by any persons or companies and generally to give guarantees and indemnities and generally to provide credit facilities to customers and others provided that the Company shall not carry on the business of banking as defined by the Banking Regulation Act, 1949.
28. To open current, cash-credit, overdraft or other bank accounts and to draw, make, accept, endorse, negotiate, discount and execute cheques, promissory notes, issue bills of exchange, bills of lading, warrants, debentures, and other negotiable instruments or transferable instruments or securities.

*Amended vide resolution dated 08.01.2015

29. To accumulate funds and to invest or otherwise employ moneys belonging to the Company upon any shares, securities or other investments whatsoever upon such terms as may be thought fit and proper and from time to time to vary such investments in such manner as the Company may think fit.
30. To draw, make, accept, hold, endorse, execute, issue and otherwise deal in negotiable promissory notes, drafts, hundies, bills of exchange, bills of lading, warrants, and other negotiable or transferable instruments and securities or to purchase, subscribe for, underwrite, take or otherwise acquire and hold shares, stock, bonds, options, debentures, debenture-stock, or obligations in any other Company or Corporation or of any Government or State, and to give any guarantee or security for the payment of any principal sum, dividends or interest in relation thereto and to dispose of any such investments, or securities which may be surplus to the Company's requirements.
31. To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, including shares with or without preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue or partly in one mode and partly in another and generally on such terms as the Company may determine.
32. To invest and deal with the moneys not immediately required by the Company in any investments, moveable or immovable in such manner as may from time to time seem expedient and be determined.
33. To pay for any rights or property acquired by the Company and to remunerate any person or Company for services rendered or to be rendered in or about the formation or promotion of the Company or the acquisition of property by the Company or the conduct of its business whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
34. To accept payment of any property or rights sold otherwise disposed of or dealt with by the Company either in cash, on instalments or otherwise or in fully or partly paid-up shares of any Company or corporation, including shares with or without preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise or in debentures, or mortgage debentures or debenture-stock, mortgage or other securities of any Company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of, or otherwise deal in any shares, stock or securities.
35. To enter into partnership, or into any arrangement for sharing profits or losses, or for any union of interest, joint venture, reciprocal concession or co-operation with any person or persons, or Company or Companies carrying on, or engaged in any business which this Company is authorised to carry on.
36. To exercise all or any of its corporate powers, rights and privileges and to conduct its business in all or any of its branches in the Union of India and in any or all States, territories, possessions, colonies, and dependencies thereof and in any or all foreign countries and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient.
37. To establish or promote or concur in establishing or promoting any Company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company.
38. To carry on the business of financing industrial enterprises whether by way of making loans or advances to or subscribing to capital of private industrial enterprises in India.
39. To apply for, promote and obtain any act, charter, privilege, concession, licence, authorisation, if any, of Government, State or Municipality, Provisional order or licence of any authority for enabling the Company to carry on any of its objects into effect, or for extending any of the powers of the Company, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests.
40. To refer or agree to refer any claim, demand, dispute or any other question, by or against the Company, or in which the Company is interested or concerned, and whether between the Company and the member or members or his or their representatives, or between the Company and third parties, to arbitration in India or at any place outside India, and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.

41. To enter into Memorandum of understanding(s), contract(s), agreement(s), collaboration agreement(s), joint/ assisted sector agreement(s), or any other agreement or contract by whatsoever name called for the manufacture, sale, and /or development of markets in India and /or abroad for the items which the Company is entitled to produce and for any type of raw materials, minerals, substances, commodities, goods and other articles and things, with any Government Indian or Foreign, Central, State or Local Authority, State Industrial Development Corporation(s), International agency (ies) or Institution(s), body corporate(s), firm(s), person(s), and other concern(s) or constituted attorney(s).
42. To adopt such other means of making known the business of the Company as may seem expedient, and in particular by advertising in the press, or any other media, by circulars, by purchase and exhibition or works of arts or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
43. To undertake and execute any trusts, the undertaking of which may seem to the Company desirable and either gratuitous or otherwise.
44. To improve, manage, develop, sell, exchange, lease, mortgage, grant, licence, easements, and other rights, over and in any other manner deal with, turn to account, or dispose of, the undertaking, property, assets, rights, and effects of the Company, or any part thereof, for such consideration as the Company, may think fit, and in particular, for shares, debentures or securities of any other Company.
45. To vest in movable or immovable property, rights or interest acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.
46. To insure the whole or any part of the property of the Company either fully or partially, to protect and indemnify the Company from liability or loss in any respect either fully or partially and also to insure and to protect and indemnify any part or portion thereof either on mutual principal or otherwise.
- 47*. Subject to the applicable provisions of the Companies Act, 2013, to make donations to such persons or institutions and in such cases and either in cash or any other assets as maybe thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular to remunerate any person or corporation introducing business to/of this Company, and also to subscribe, contribute, or otherwise assist or guarantee money for charitable, scientific, religious or benevolent, public or cultural, educational or other institutions, objects or for any exhibition or for any public, general or other objects and to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and convenience for the benefit of the employees or ex-employees (including Directors) of the Company or its predecessors in business or persons having dealings with the Company or the dependants, relatives or connection of such persons and in particular friendly or other benefit societies and to grant pension, allowances, gratuities and bonuses either by way of annual payments, or a lump sum and to make payments towards insurance and to form and contribute to provident /benefit funds and other welfare funds of or for such persons.
48. To establish and maintain or procure the establishment and maintenance, building or dwelling houses or quarters, or any contributory or non-contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations gratuities, pension allowances or emoluments, bonuses, profit sharing bonuses or benefits or any other payments, by creating and from time to time subscribing or contributing to provident fund institutions, funds, profits sharing or subscribing or contributing towards place of instruction and recreation, hospitals, dispensaries, medical and other attendance or assistance, to any persons who are or were at any time in the employment or service of the Company, or of any Company which is subsidiary of the Company, or of its predecessors in business or of persons having dealing with the Company or is allied to or associated with the Company or with any such subsidiary Company, or who are or were at any time Directors or officers of the Company or of any such other Company, as aforesaid, and the wives, families, dependants and connections of any such persons, and to also establish and subsidise and subscribe to any, institutions, associations, clubs or funds calculated to be for the benefit of or advance the interests and well-being of the Company or of any such other Company as aforesaid, and make payments, to or any of the matters aforesaid, either alone or in conjunction with any such other persons/company as aforesaid.

*Amended vide resolution dated 08.01.2015

49. To create any depreciation funds, reserves, trade, development reserve fund, sinking fund, insurance fund or any special or other fund whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for redemption of debentures or redeemable preference shares or for any purpose whatsoever conducive to the interest of the Company.
- 50.* To distribute among the members of the Company dividends, including bonus shares (including fractional share certificates) out of profits, accumulated profits, or funds and resources, and distribute in specie or otherwise any property of the Company, or any proceeds of sale or disposal of any property of the Company, in the event of winding up, subject to the provisions of the Companies Act, 2013.
51. To establish, provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshop for scientific and technical research and experimentals and to undertake and carry on with all scientific and technical researches, experiments and tests of all kinds and to promote studies and research, both scientific and technical, investigations and inventions by providing, subsidising endowing or assisting laboratories, workshops libraries, lectures, meetings and conferences and by providing for the remuneration of scientific or technical professionals or teachers and by providing for the awards or exhibitions, scholarships, prizes and grants to students or otherwise and generally to encourage, promote and reward studies researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any of the business which the Company is authorised to carry on.
52. To pay out of the funds of the Company all expenses including preliminary expenses which the Company may lawfully pay with respect to the promotion, formation and registration of the Company or of any company promoted by the Company or any company in which the Company is or may contemplate being directly or indirectly interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
53. To apply for, purchase, or otherwise acquire and protect and renew in any part of the world any patent, patent rights, brevetsd' invention, trade marks, designs, copy-rights, know-how, licences, concessions, industrial property, intellectual property and the like conferring any exclusive or non-exclusive or limited right to their use, application or exploitation or any secret or other information as to any calculated, directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
54. To sell any patent rights or privileges belonging to the Company or which may be acquired by it or any interest in the same and to grant licences for the use and practice of the same or any of them, and to let or allow to be used or otherwise deal with any invention, patents or privileges in which the Company may be interested, and to do all such acts and things as may be deemed expedient for turning to account any invention, patents and privileges in which the Company may be interested.
55. To promote, establish, improve, develop, administer, own and run agro industries, projects or enterprises or programmes for manufacture or production of plant, machinery, implements, accessories, tools, materials, substances, goods or things of any description which in the opinion of the Company will help the growth and modernisation of agriculture, horticulture, forestry, pisciculture, sericulture, apiculture, poultry farming and animal husbandry.
56. To promote, establish, improve, develop, administer, own and run industries, projects, enterprises or programmes for processing and preservation of agriculture produce, forest produce and products of pisciculture, sericulture, agriculture and of animal origin for purposes of increasing quality or availability or otherwise of goods and subsidiary foods in all their forms and variations either for export or consumption in the country.
57. To cultivate, purchase, breed, raise, produce or otherwise acquire, invest in own, hold, use, lease, mortgage, pledge, sell, assign, transfer or otherwise dispose of, trade, deal with any and all kinds of animals, commercial crops and agricultural products, and purchase, manufacture, produce, or otherwise acquire, invest in, own, hold, use, lease, mortgage, pledge, sell, assign, transfer or otherwise dispose of, deal in and deal with any and all articles or things

*Amended vide resolution dated 08.01.2015

manufactured, produced, resulting or derived in whole or in part from animals or agricultural products of any kind, whether to be used as food or in commerce, manufacture, the science, the arts or otherwise.

58. To carry on the business of producing, milling, extracting, refining, storing, exporting, importing, transporting and dealings in flour of all kinds and descriptions whatsoever and to construct and run flour mills of any kind or descriptions and to manufacture any by-products and food products of all kinds and description. To purchase, sell, import, export, manufacture, repair, assemble or otherwise deal in all machinery used in the manufacture of flour, dal, basin, biscuits, flakes, dalia and allied products. To purchase, sell, store or otherwise deal in wheat, paddy, and other grains, cereals, cotton, kapas, rice, seeds of all kinds and other raw materials necessary for and incidental thereto or conducive to the above objects or any of them.
59. To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare of, or the uplift of the public in any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing Programme of rural development' shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area which the Board consider it likely to promote and assist rural development, and that the words "rural area" shall include such areas as may be regarded as rural areas under the provisions of the Income Tax Act, 1961, or any other law relating to rural development for the time being in force or as may be brought in force in future, as may be regarded by the Board as rural areas and the Board may at their discretion, in order to implement any of the above-mentioned objects or purposes, transfer without consideration or at such fair or concessional value as the Board may think fit and divest the ownership of any property of the Company to or in favour of any public or Local body or Authority or Central or State Government or any public institution or Trusts or Funds as approved by the Central Government or State Government or any other appropriate authority.
60. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Board may consider to be social and moral responsibilities of the Company to the Public or any section of the public as also any activity which the Board consider likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means as the Board may think fit, and the Board may without prejudice to the generality of the foregoing, undertake, carryout, promote and sponsor any activity for publication of any books, literature, newspapers, etc. or for organising lectures or seminars likely to advance these objects or for giving scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to proceed with their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, fund, trust, etc., having any one of the aforesaid objects as one of its objects, by giving donations or otherwise in any other manner, and the Board may at their discretion, in order to implement any of the above mentioned objects or purposes, transfer without consideration or at such fair or concessional value as the Board may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local body or Authority or Central or State Government or any Public Institutions or Trusts or Funds as approved by the Central Government or State Government or any other appropriate authority.
61. To do all and everything necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporate bodies, firms, or individuals, and to do every other act or acts, thing or things, incidental to or growing out of or connected with aforesaid business or powers or any part or parts thereof, provided the same be not inconsistent with the laws of the Union of India.
62. To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
63. To produce, manufacture, refine, prepare, import and export, purchase, sell and generally to deal in all kinds of portland cement (Portland pozzolona cement, portland slag cement, portland rapid hardening cement, Portland high alumina, portland oil well cement, special cement, masonry cement, line pozzolona cement etc.) cement products of any description (pipes, holes, asbestos, sheets, blocks, tiles, garden wares etc.) lime, lime stone, calcium carbonate, carbide,

gypsum kankar and or bye products, allied chemicals thereof and in connection therewith to take on lease or acquire, erect, construct, establish, operate and maintain cement factories, quarries, workshops and other works.

64. To carry on in India, or elsewhere the trades and business on the survey, prospecting and providing cement grade like stone deposits, asbestos and to start consultancy services for technical, management and marketing to or of cement industry.
65. To carry on any business relating to manufacture, fabrication and sale of various machineries and their components, spares for the cement industry.
66. To carry on business of manufacturers, processors, refiners, converters, producers, exporters, traders, sellers, agents in various kinds and forms of precipitated and/or activated calcium carbonate, hydrated lime and other allied products, or manufactured partly or fully from calcium carbonate, hydrate, lime, lime stone or lime, calcium carbide and other products, chemicals or gases made from or based on one or more of the products mentioned herein.
67. To procure, manufacture, prepare and otherwise deal in poly vinyl chloride and plastic based products such as HDP bags, polythene bags, sacks, to prepare, to manufacture and otherwise deal in poly vinyl chloride and plastic based products such as polythene bags, sacks, sheets and tiles, tubes and pipes, PVC steering, beedings, threads, films, fabrics, fibres, consumer goods such as curtains, toys, gramophone records, watch straps, sanitary wares, insulated wires and cables, carpet backing, plastic carpet, industrial tapes, conveyor beling, treated papers, projection coatings and other types of plastic goods and products, ancillary and auxiliary material and derivatives, intermediates and composition and to maintain and work mills, factories, workshops and do consultancy job for the said purpose.
68. To carry the business/to manufacture and otherwise deal in packing, packing requisites made of polythene and synthetic material, cartons made of card board, straw board, wood glass or other material, rubber metal, glass or plastic containers as also containers of any other material or substances.
69. To manufacture and otherwise deal in all kinds of plastic ware, plastic polymerite, vinyl asbestos and solid vinyl ware, fibre glass ware and other synthetic and all other appliances and convenience required for the manufacture, examination, storage, sale and purchase of products and to manufacture, refine, treat, cure, subject to any process, prepare, import, export, purchase, sell, treat and generally deal in any other products which may be essential for fitting or fixing the above products or bye-products or may in any way be similar to the above products.
70. To manufacture, fabricate, assemble, import, export, buy, sell or otherwise deal in plastic and rubber injection, moulding, compression moulding, blow moulding, vacuum forming, calendaring and also undertake fabrication from polythene, polythene foams, polyester, fibre glass, compounds and other polymeric material.
71. To manufacture, buy, sell, import, export, assemble or otherwise deal in hospital equipments, laboratory equipments etc.
72. To conduct, carry on and manage the business of manufacturers and traders of whisky, gin, rum, brandy and general distillers, compounds and refiners, merchants, exporters, importers, brokers, bottlers, sale agents and general traders in relation to the marketing and distribution, at home and abroad, of sprits, wines, liquors and all other products derived from mat, sugar, grapes, apples and other similar substances and generally to undertake, perform and carry out all or any of the operations ordinarily undertaken by distillery proprietors, wine growers, contractors and shippers or by persons or companies engaged in such business.
73. To construct, purchase, acquire, develop and take over from time to time restaurants, bars, liquor vends, bonded warehouses, wholesale and retail vends of foreign liquor, cafeterias, milk bars, bakeries, shops, catering establishments, petrol pumps, repair workshops, emporia, tourist bangalows, hotels, huts, motels, guest houses, entertainment projects and other places of tourist, archaeological and historic interest in India or abroad with all or any of the rights, licences and businesses for the purposes of lodging and boarding, stay comfort and entertainment excursion sight-seeing trips purchase, produce, distribute and sell tourist publicity materials and to do all other incidental and consequential works related to above.
74. To carry on business as printers and publishers including of newspapers, books and journals as well as producers, distributors, importers, exporters, exhibitors and financers of cinematographic films, proprietors, hirers of and managers of cinema halls, theatres, picture palaces, dance halls, music halls, studios, touring talkies and other buildings and places of entertainments of all kinds

and to manufacture, own, acquire, provide, secure, arrange, or deal in films and photographic paper and equipment, camera, sound recording, musical, lighting appliances, instruments, equipments and machines and to construct, establish, own, hire or otherwise acquire and to manage, let out free on rent, fee, monetary gain or otherwise studios, laboratories, theatres, buildings, halls etc.

75. To carry on the business of printers, publishers, stationers, lithographers, stereotyper, electrotypers, phonographers, printers, lithographers and engravers, die, sinking, book binders, designers, draftsman, paper and ink manufacturers, envelope manufacturers, account book manufacturers, machine rulers, numerical printers, bag makers, card board manufacturers, ticket manufacturers, calendars and book sellers, dairy printers, dealers in playing, visiting, railway, festive, complementary, wedding or other ceremonial cards or fancy cards or varieties, dealers in stamp, parchment and agents for the payment of stamp and other duties.
76. To carry on the business of manufacturing, processing, re-processing, altering, re-rolling, melting, forging, grading, machining, mining, converting, preparing, formulating, dealing, buying, selling, storing, importing, exporting of all kinds and varieties of steel, special steel, stainless steel, carbon steel, mild sheet, iron steel, iron store, iron ore, galvanised products, tin products, ferrous and non-ferrous metals, high carbon and low carbon alloys, and raw metals, pig iron, sponge iron and to manufacture, design, deal in all kinds of steel wires, copper wires, cables and wires of all ferrous and non-ferrous metals and their components, iron and steel makers, iron masters, steel founders, machine tools or parts and equipments, engineering goods & machinery, fixtures, founders and manufacture of ferro maganese, colliery proprietors and coke manufacturers.
77. To carry on the business of mechanical, electrical, technical, commercial or general engineers in connection with all branches of trade and to carry on the business of brass founders, metal workers, boiler makers, mill wrights, machinists, iron and steel converters, smiths, wood workers, chemists, metallurgists, commission agents and merchants and to buy, sell, manufacture or cause to be manufactured, repair, convert, alter, let on hire and deal in metals, castings, machinery, implements, rolling stock and hard-ware of all kinds and to carry on any other business (manufacturing or otherwise) in any part of the world which may seem to the Company capable of being conveniently carried on in connection with the above.
78. To manufacture, produce, buy, sell, import, export, stock and deal in machine tools, grinding machines, automatic lathes, drilling machines, planning machines, Plano grinders, machinery, electric motors, electrical equipments, electric meters, cables, wires, switch-gears, flame and drip proof motors, regulator of all types, electric, kilowatt hour meters, magnets, industrial jewels, ammatures volt-meters, electrical or non electric, die casting, screws, nuts and bolts, transformers of all types, circuit breakers, hoists, elevators, gears, trolleys and coaches, winches, air compressors, welders, refrigerators, switches, electric transmission towers, poles, tubes, insulating materials, conductors, fuse and fuse wires, adopter, domestic washing machines, magnetic materials, sports goods and allied items, sewing machines, watches and clocks, household appliances and component parts thereof.
79. To manufacture, import, export, buy, sell and deal in all kinds of semiconductors and rectifiers including selenium and silicon rectifiers, stacks, cartridges and photovolotaic cells, contact protectors, silicon diodes, capacitors, voltage regulation and the components of semiconductors and rectifiers, cartridges, photovoltaic cells, diodes and such other equipments.
80. To carry on the business as manufacturers, producers, dealers, traders, importers, exporters, stockists, distributors, or agents in writing pen, pencils, fountain pen, ball point pen, sign pen, colour pencils, tubes and tablets, pins, erasers, ink, clips, rulers, paper pulp, newsprint, board, envelopes, card, dies, letter-heads, forms, files, stamps, books, bags, cases, covers, racks, cabinets, numerical printers, adhesive tapes, gums, duplicators, typewriters, calculators, accounting and inter communication machines and all kinds of office, domestic, industrial and educational stationery equipments, appliances, furniture, instruments, gadgets, devices and stores.
81. To manufacture, export, import, buy, sell, and deal in voltaic, battery cell, power pack of storage batteries and battery containers and battery eliminators of different types required for or used in domestic, household, industrial, commercial, agricultural, mining, hospital, surgical or scientific appliances, machinery, apparatus or accessories and railways, tramways, automobiles and other vehicles, air craft, boats, ships, defence establishments, army, navy, and air force for wireless, radios, torches, toys, personal aids and other appliances working on business as

- manufacturers of and dealer in torches, toys, personal aids and other appliances working on such batteries and such items and goods which may be useful, skin or otherwise connected with any one or more of the aforesaid items or products.
82. To own, purchase, take on lease, hire or exchange or otherwise acquire any estate, land, tea garden, orchards, groves, plantations and farms and to carry on business as cultivators, growers, producers, planters, manufacturers, buyers, sellers, dealers, importers, exporters, agents, brokers, traders or stockists of tea, coffee, coconut, spices, cardamom, jute, hemp, cotton, sugarcane, linseed, oil seeds, wheat and other grains and any kind of horticulture, food or beverage product or products.
 83. To carry on the business as producers, makers, dealers analysers, investigators and consultants in public health and environmental engineering, water, sewerage, effluent treatment, water, air and land pollution control, industrial engineering and for the purpose to carry on civil, structural, mechanical, chemical, electrical, metallurgical, hydraulic, ecological or any other branches of engineering and science and to develop and/or provide technical or industrial know-how, formula, process and applied technology and to act as engineers, architects, planners, designers, technical advisors, analysers, investigators, consultants, contractors, builders, fabricators, founders, manufacturers and suppliers of all kinds of plants, machineries, apparatuses, implements, rolling stocks, chemicals and their derivative products or substances necessary, allied, auxillary or ancillary thereto and to undertake and execute any contract in connection with the main objects and to buy, sell, import, export, build, process, manufacture, fabricate, alter, repair, convert, let on hire and deal in all or any of them and to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with all or any of the aforesaid business or is calculated directly or indirectly to benefit the same.
 84. To carry on business as manufacturers, dealers, importers, exporters, stockists or distributors of razors, safety razors, blades, shaving set, lotions, creams, soaps or other materials and utilities.
 85. To carry on business of advertisements and publicity agents and contractors in various ways and manners including outdoor and in newspapers, magazines, books, screens, slides, walls, buses, railways and other transport vehicles and public places, audio visual display and to prepare, advise, manufacture and construct advertising devices and to publish or advertise the same through any media whatsoever.
 86. To carry on the trades or business of manufacturers of and dealers in explosives, ammunition, fireworks and other explosive products and accessories, of all kinds and of whatsoever composition and whether for military, sporting, mining or industrial purposes, or for pyrotechnical display or for any other purpose, and to carry on business as importers, exporters, buyers, sellers, dealers and commission agents, in explosives, explosive accessories, other machineries and to erect buildings, magazines, explosive vans and to carry on any business capable of being conducted so as to directly or indirectly benefit the Company.
 87. To carry on the business of manufacturing, assembling, repairing, buying, selling, exchanging, altering and exporting, letting on hire, distributing or dealing in all kind of and description of fluid control products, piston, valves, ball valves, level indicators and all other types and ranges of valves and components, spare parts, stores, and accessories and fitting appliances, apparatus of all kinds and all things capable of being used therewith or in the manufacturing and maintenance for working thereof respectively.
 88. To carry on the business of manufacturers, buyers, sellers, storers, warehousemen, importers, exporters, dealers in all types, kinds and descriptions of vehicles, automobiles, vessels, carriers whether moved and run by mechanical, electrical, steam diesel, petrol or other power or not and parts, accessories, fittings, implements and machinery(ies) thereof.
 89. To carry on the business of manufacturers or dealers in hirers, repairers, cleaners, storers and warehousemen, exporters and importers of all sealing products, including gaskets, friction materials, brake linings, clutch facings, components for general industrial use and for the automotive industry and in particular for motor cars, lorries, scooters, motor cycles, and other two-wheelers, aeroplanes, bicycle and carriages, amphibious vehicles suitable for propulsion on land, sea or in the air, or in any combination thereof, and vehicles of all kinds whether moved by mechanical power or not.
 90. To carry on the business of iron foundries, mechanical engineers, manufacturers of all types of internal combustion engines, including oil and petrol engines, gas turbines, steam turbines,

- boilers, locomotives, road rollers, automobile, trucks, tractors, agricultural implements and pumps, machine tool makers, brass founders, metal workers, iron and steel convertors, smiths, wood workers and metallurgists, and to buy, sell, repair, convert, alter, export, import, let on hire and deal in machinery, implements and hardware of all kinds.
91. To manufacture and/or produce and/or otherwise engage generally in the manufacture or production of or dealing in all types of pipes and tube products, fittings and bye products and the sale, dealing and fabrications of steel and iron or non-ferrous metal and bye-products and to do all acts and things necessary or required in the premises.
92. Without prejudice to the generality of the other powers of the Company:
- (a) to mine, quarry, smelt, refine, manufacture, process, fabricate, purchase or otherwise acquire, sell or otherwise dispose of or deal in ores, metals and compounds, metal goods, wares and product of all kinds, chemicals, chemical compounds, metal goods, wares and products of all kinds, chemicals, chemical compounds and metals, minerals or other materials of every kind needed for or resulting from the mining, production or processing of iron and steel or other ferrous or non-ferrous metals and metal products of every kind.
- (b) to make or cause to be made studies, reports and tests to determine the desirability and feasibility of establishing an integrated metal fabrication business in the Union of India or to determine the desirability and feasibility of establishing plants, factories, and other facilities at various locations to serve such a metal fabrication business.
93. To manufacture, prepare, import, export, buy, sell and otherwise deal in all kinds of glass including sheet glass, plate glass, wired glass, figured glass, laminated safety glass, toughened glass and all sorts of glass and glassware, glass goods, mirrors, looking glass, scientific glasswares, sheet and plate glass wares, bangles, false pearls, bottles, and all kinds of articles prepared of glass and to carry on the business of glass leveller, patent solverer, glass embosser ecclesiastical lead worker, glass tablet, show card and show case manufacturer.
94. To carry on the business as importers, exporters, manufacturers and dealers in tooth-pastes and toothpowders of all kinds and description and tooth brushes of every size, shape and description, and for that purpose to set up, purchase, import or otherwise acquire plant and machinery and to run and maintain all such plants and machinery and to act as agents of any Indian or foreign manufacturers of any such goods for sale thereof subject to the law of land of such goods under any brand name or otherwise and to do all such acts or things incidental or ancillary to the aforesaid business.
95. To carry on the business of purchasing, letting, taking on lease or hire or finance, hire purchase requirements or undertake hire purchase arrangements or selling under hire purchase system or otherwise in any part of India or abroad all kinds and descriptions of machinery, plants, tools, jigs and fixtures, agricultural machinery, ships, trawlers, vessels, barges, automobiles and vehicles, office equipments, telecommunication equipments, construction machinery, electrical or electronic goods, computers, peripherals, and equipments, aircrafts, airconditioning plants and all types of goods, merchandise and services and to render leasing, consultancy and advisory services in the field of financial and equipment leasing for the attainment of its objects.
96. To buy, sell, manufacture, refine, manipulate, export, import and all other articles and things which can or may conveniently be used for the manufacture of or in connection with all such articles and things as aforesaid and deal in all substances apparatus and things capable of being used in any of the aforesaid business or required by any customers.
- IV. The liability of the members is limited.
- V*. The Authorised Share Capital of the Company is INR 5,00,00,000/- (Rupees Five Crore only) divided into 5,00,00,000 (Five Crore) Equity Shares of INR 1/- (Rupee One only) each with the power to increase or decrease or reclassify the same, to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential or deferred or special rights, privileges and conditions, as may be determined by or in accordance with the Regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be, for the time being, provided by the Regulations of the Company and in accordance with the provisions of the Companies Act, 2013.

**Amended vide resolution dated 02.11.2022*

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

Name, address, description and occupation of the subscribers	No. of shares	Signature of the subscriber	Name, address, description and occupation of the witness
Arun Goyal, S/o Sh Ved Parkash Goyal (on behalf of Trident Group Limited) 62 – B, Shastri Nagar, Ludhiana (Service)	49400	Sd/-	I hereby witness the signatures of the subscribers Sd/- Vinay Kohli Membership Number 94249 Partner- K K Kapoor & Associates 48-B, Udham Singh Nagar, Civill Lines, Ludhiana
Rajiv Dewan, S/o late Sh R C Dewan 96-F, Rishi Nagar, Ludhiana (Professional)	100	Sd/-	
Arun Goyal, S/o Sh Ved Parkash Goyal 62 – B, Shastri Nagar, Ludhiana (Service)	100	Sd/-	
Pawan Jain, S/o Sh. Darshan Lal Jain 25, Jain Colony, Sunder Nagar, Ludhiana (Service)	100	Sd/-	
Rajneesh Bhatia, S/o Sh. Swaran Lal Bhatia Flat No. 44, Swami Vivekanand Vihar, B.R.S Nagar, Ludhiana-141002, Punjab, India (Service)	100	Sd/-	
Ratnesh P Rukhariyar, S/o Sh. Rajendra P Rukhariyar D-67 (First floor), Kitchlu Nagar, Ludhiana (Service)	100	Sd/-	
Vikrant Sadana, S/o Sh. Kulbir Sadana B-IX, 412, Near Santoshi Mata Bada Mandir, Surgapuri, Kotkapura - 151204 (Service)	100	Sd/-	
Total	50000		

Place : Ludhiana

Date 27.06.2011

THE COMPANIES ACT, 2013

**ARTICLES OF ASSOCIATION OF
TRIDENT GLOBAL CORP LIMITED**

CIN: U17200PB2011PLC035427

(Company Limited by Shares)

(Incorporated under the Companies Act, 1956)

The regulations comprised in these Articles of Association were adopted pursuant to special resolution passed by the members in their Extra - Ordinary General Meeting held on March 10, 2023.

Heading of the Article	Article No.	Provisions
PRELIMINARY		
Table 'F' excluded	1	The regulations contained in the Table "F" in Schedule I of the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the Companies Act, 2013.
Company to be governed by these Articles	2	The regulations for the management of the Company and for observance of the Members thereof and their representatives, shall subject to any exercise of statutory powers of the Company with reference to the repeal or alteration of or modification of or additions to its regulations by Special Resolutions and registration of the same with the Registrar as prescribed or permitted or required by Section 14 of the Companies Act, 2013, be such as are contained in these Articles.
INTERPRETATION		
Act	3	a. 'Act' means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable, including Rules.
'Articles'		b. 'Articles' means the Articles of Association of the Company as originally framed or as altered from time to time and registered with Ministry of Corporate Affairs /

		Registrar of Companies from time to time.
‘Company’ ‘the Company’ or ‘this Company’	c.	‘ Company ’ ‘ the Company ’ or ‘ this Company ’ means TRIDENT GLOBAL CORP LIMITED.
‘Depository’	d.	‘ Depository ’ means a company formed and registered within the meaning of the Companies Act, 2013, and which has been granted a Certificate of registration to act as a depository under the Depositories Act;
‘Depositories Act’	e.	‘ Depositories Act ’ means the Depositories Act, 1996 or any statutory modification or re-enactment thereof.
‘Dilution Instrument’	f.	‘Dilution Instrument’ means any Equity Shares, or any rights, options, warrants, appreciation rights or instruments entitling the holder to receive any Equity Shares of the Company or any options to purchase or rights to subscribe for securities by their terms convertible into or exchangeable for Equity Shares. However, Sweat Equity Shares and employee stock option shall not be deemed to be dilution instrument.
‘Expression’ in the Act to bear the same meaning in these Articles	g.	‘ Expression ’ - Unless the context or the definition herein contained otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.
‘Gender’	h.	Words importing the masculine gender also include, where the context so requires or admits, the feminine gender and transgender.
‘Interpretation Clause’	i.	In the interpretation of these Articles, the following expressions shall have meaning written hereunder, unless repugnant to the subject or context. Save as defined in these Articles, any word(s) or expression(s) defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning so far as these Articles are concerned.
‘Number’	j.	Words importing the singular number shall include the plural number.
‘Promoter’	k.	‘Promoter’ means the Promoter as defined under sub section 69 of section 2 of the Act.
‘Rules’	l.	‘ Rules ’ means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
‘Seal’	m.	‘ Seal ’ means the common seal for time being of the Company.
‘Securities’	n.	‘ Security (ies) ’ means such security as may be specified by the SEBI from time to time.

- ‘Security interest’ o. **‘Security interest’** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.
- ‘The Board’ or ‘The Board of Directors’ p. **‘Board of Directors’** or **‘Board’**, means the collective body of the Directors of the Company for which the necessary registrations has been done with Ministry of Corporate Affairs / Registrar of Companies as per the relevant provisions of the Act.
- ‘These Presents’ or ‘These Regulations’ q. **‘Presents’** or **‘These Regulations’** mean these Articles of Association as originally framed or altered from time to time, and includes the Memorandum of Association of the Company where the context so requires.

SHARE CAPITAL

- Shares under the control of the Directors 4 Subject to the provisions of the Act and of these Articles, the shares in the capital of the Company for the time being (including any shares forming part of any increased Capital of the Company) shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and proper and with full power to give to any person the option to be allotted shares of the Company either at par or at a premium, such option being exercisable at such times and for such consideration as the Directors think fit. Provided that the option or right for the allotment of shares shall not be given to any person or persons without the sanction of Company in General Meeting.
The Company shall have the power to issue Securities at a premium and shall duly comply with the provisions of Section 52 of the Act.
- Further issue of Capital 5 Subject to the provisions of the Act and other applicable laws, the further issue of shares by the Board or the Company, as the case may be, shall be made to:-
(a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
(b) employees under any scheme of employees’ stock option; or
(c) any persons, whether or not those persons include the

		persons referred to in clause (a) or clause (b) above.
Price of further issue of shares	6	Subject to the provisions of Act and other applicable laws, further issuance of equity shares and/or convertible securities shall be issued at any price as decided by the Board of Directors.
Further Issue of Shares not to affect the rights of existing shares	7	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari-passu therewith.
Mode of further issue of shares and other securities	8	Subject to and in accordance with the Act and other applicable laws, the Company may issue further shares and other securities including depository receipts in any manner whatsoever as the Board may determine including by way of preferential offer or private placement or any other permitted manner.
Allotment otherwise than for cash	9	Subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the capital of the Company as payment or part- payment for any property or assets of any kind whatsoever, sold or to be sold or transferred or to be transferred, or for goods or machinery supplied or to be supplied or for services rendered or to be rendered or for technical assistance or know-how made or to be made available to the Company or for the conduct of its business and shares which may be so allotted may be issued as fully or partly paid-up otherwise than in cash and if so issued, shall be deemed to be fully or partly paid as the case may be.
Kinds of Share Capital	10	The share capital of the company shall comprise of the following kinds of shares in accordance with these Articles, the Act and other applicable laws:- <ul style="list-style-type: none"> a) Equity share capital with voting rights and / or with differential rights as regards dividend, voting or otherwise as per applicable provisions. b) Preference Share Capital.
Power to issue Redeemable Preference Shares	11	Subject to the provisions of the Act, the Board shall have the power to issue/re-issue preference shares of one or more classes which are liable to be redeemed or converted to equity shares, on such terms and conditions and in such manner as may be determined by the Board.
Tenure of preference shares	11A	Tenure of preference shares shall not exceed Twenty years from the date of their issue.
Option to receive physical share	12	A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or

certificate or in demat account		hold the shares in a dematerialized state with a depository (if the Company has taken connectivity with Depository). Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.
Issue of certificate	13	<p>(1) 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 shall provide –</p> <p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.</p>
Certificate to bear seal		(2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon and shall be signed in the manner as prescribed under the Act.
One certificate for shares held jointly		(3) 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.
Issue of new certificate in place of one defaced, lost or destroyed	14	<p>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 Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.</p> <p>Provided that the Board may waive payment of any fee generally or in any particular case.</p>
Provisions as to issue of share certificate for any other Securities to apply <i>mutatis mutandis</i>	15	Subject to the provisions of Act (as may be applicable from time to time), the foregoing provisions as regard issue of certificate shall <i>mutatis mutandis</i> apply to issue of certificates for any other Securities including debentures, preference share etc. of the Company.

Company not bound to recognise any interest	16	Except as required by law or pursuant to order of Court having competent jurisdiction, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any Share or whose name appears as the Beneficial Owner of shares in the records of the Depository, as the absolute owner thereof and accordingly, shall not be bound to recognize (even when having notice thereof) any benami, trust or equity or equitable, contingent, future or partial interest in any share, or any interest in any fractional part of share, or other claim to or interest in such share on the part of any other person whether or not he shall have express or implied notice thereof.
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PAYMENT OF COMMISSION

Payment of Commission	17	The Company may exercise the power of paying commission as per applicable laws to any person provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner as required by the applicable laws.
Rate of Commission		The rate or amount of the commission shall not exceed the rate or amount prescribed under the Act and other applicable laws.
Mode of Payment of Commission		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.

MODIFICATION / VARIATION OF RIGHTS

Variation of rights of any class of shares	18	If at any time the share capital is divided into different classes the rights attached to any class of shares (unless otherwise-provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48 of the Companies Act 2013 , be modified, commuted, affected, abrogated or varied (whether or not the Company is being wound up) with the consent in writing of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of that class of shares as prescribed by the Act.
Provisions of General Meeting to be applicable to separate meetings		To every such separate meeting, all the provisions hereinafter contained as to General Meetings shall <i>mutatis mutandis</i> apply to every such meeting.

LIEN

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| Lien on Shares | 19 | <p>i) The company shall have a first and paramount lien—</p> <ul style="list-style-type: none">a. 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; andb. 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: <p>Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.</p> |
| Additional Lien on Dividend, Bonus etc. | 20 | <p>The company's lien, if any, on a share shall extend to all dividends or interests, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owed to the Company.</p> |
| Waiver of Lien | 21 | <p>Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.</p> |
| Enforcement of Lien | 22 | <p>For the purpose of enforcing such lien, the Board of Directors may sell the shares subject thereto in such manner as they think fit and for that purpose may cause to be issued a duplicate certificate in respect of such shares and authorize one of the Directors or some other person to execute a transfer thereof on behalf of and in the name of such member. No such sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof is presently payable or the liability in respect of which such lien exists is liable to be presently fulfilled or discharged and until notice in writing of the intention to sell shall have been served on such Member, or his heirs, executors, administrators, or other representatives or upon the persons (if any) entitled by transmission to the shares of any one or more of such heirs, executors, administrators, representatives or persons and default shall have been made by him or them in payment, fulfillment or discharge of such debts, liabilities or engagements for fourteen (14) days after such notice.</p> |

Application of proceeds of sale	23	The net proceeds of any such sale after payment of the costs of such sale shall be applied in or towards the satisfaction of such debts, liabilities or engagements of such Member as is presently payable and 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 such member or the person, if any, entitled by transmission to the shares so sold.
Title of Purchaser	24	The person to whom such share is sold or disposed off, may be registered as the holder of the share(s) and he shall not be bound to see to the application of the consideration, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings with reference to the sale or other disposal of the share and after his name has been entered in the Register of Members in respect of such share, the validity of the sale shall not be impeached by any person.
Company Lien to paramount	25	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.
Provisions as regard lien on other securities	26	Unless otherwise provided under the Act, the provisions of these Articles shall <i>mutatis mutandis</i> apply to the lien on other Securities including debentures of the Company.
CALLS ON SHARES		
Board may make calls	27	The Board may, from time to time, make calls upon the members in respect of any monies unpaid (whether or not called up) 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.
Notice of Call	28	Subject to the provision of the Act, at least a fourteen (14) days notice in writing of any calls shall be given by the Company specifying the time and place of payment to the person(s) to whom such call be paid.
Calls may be revoked or Postponed.	29	A call may be revoked or postponed at the discretion of the Board.

Board may extend time for payment of Call	30	The Board may from time to time, at its discretion, extend the time fixed for the payment of any call, and may extend such time as to payment for all or any of the Members as the Board may deem appropriate in any circumstance.
Calls to date from resolution	31	A call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed and may be required to be paid by way of instalments.
Liability of joint holders	32	The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
When interest on call or installment payable	33	If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof, the holder for the time being or allottee of the Security in respect of which a call shall have been made or the installment shall be due shall pay interest on the same, at such rate as determined by the Board subject to the provisions of the Act.
Board may waive interest	34	The Board shall be at liberty to waive payment of any such interest wholly or in part.
Payable sum of money deemed to be Calls	35	Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these 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.
Case of Non-Payment of Sums	36	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.
Payment in Installments	37	If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable in 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.
Voting right when calls in arrears	38	No Member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.

Prepayment of Calls, interest and rights thereof	39	<p>The Board –</p> <ul style="list-style-type: none"> a) 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 b) 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 as may be fixed by the Board as may be agreed upon between the Board and the Member paying the sum in advance. c) 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.
Judgment, decree or partial payment not to preclude forfeiture	40	<p>Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any money shall preclude the forfeiture of such shares as hereinafter provided.</p>
Proof on trial of suit	41	<p>On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequently to the date at which the money sought to be recovered is alleged to have become due, of the shares in respect of which such money is sought to be recovered; that the resolution making the call is duly recorded in the minute book; and that notice of such call was duly given to the Member or his representatives issued in pursuance of these presents; and the proof of the matters aforesaid shall be conclusive evidence of the debt. It shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call as made was duly convened or constituted nor any other matter whatsoever.</p>
Provisions as regard calls on other securities	42	<p>The foregoing provisions of Articles as regard calls shall <i>mutatis mutandis</i> apply to other securities including debentures of the Company.</p>

TRANSFER OF SHARES

Instrument of Transfer	43	The instrument of transfer of any share and other securities in the Company shall be in such form as prescribed under the Act. The aforesaid securities transfer form shall be executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the Register of Members in respect thereof. In the case of transfer or transmission of shares or other marketable Securities where the Company has not issued any certificates and where such shares or securities are being held in any electronic and fungible form in a Depository, the provisions of the Depositories Act and SEBI (Depositories and Participants) Regulations, 2018 shall apply.
Refusal by Board to register transfer	44	The Board may, subject to the right of appeal conferred by the Act and other applicable laws, decline to register – (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or (b) any transfer of shares on which the Company has a lien.
Refusal by Board to recognise instrument of transfer	44A	The Board may decline to recognize any instrument of transfer unless- (a) the instrument of transfer is in the form as prescribed under the Act; (b) 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 (c) the instrument of transfer is in respect of only one class of shares.
Transfer of Shares in physical form	45	In case of shares held in physical form, the provision for transfer of shares shall be governed by the rules/ regulations/ notifications and circulars as prescribed by Securities and Exchange Board of India / Ministry of Corporate Affairs or any other Statutory authorities from time to time.
Transfer of Shares when suspended	46	On giving of previous notice of at least seven days or such lesser period in accordance with the Act, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine. Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year.

Provisions as regard transfer on other securities	47	The foregoing provisions of Articles as regard transfers of shares shall, <i>mutatis mutandis</i> , apply to other securities including debentures of the Company.
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TRANSMISSION OF SHARES

Title to shares on death of a member	48	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 recognised by the Company as having any title to his interest in the shares.
Transmission of Shares	49	(i) 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— (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made.
Board's right unaffected		(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.
Indemnity to the Company	50	The person whose name has been entered in the register of Members upon registration of transmission of shares by the Company shall indemnify the Company, its directors, manager, secretary and officers, from and against all actions, suits, proceedings, accounts, claims and demands whatsoever for or on account of said shares or dividends or any part thereof or otherwise in connection with the same, and from and against all losses, costs, claims, actions, demands, risks, charges, expenses, damages and losses arising in any manner howsoever.
Company not liable for notice prohibiting registration of transfer	51	The Company shall incur no liability or responsibility whatsoever as a consequence of it registering or giving effect to any transfer of shares made, or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or may have received a notice prohibiting registration of such transfer and may have entered such notice or referred such notice thereto

in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company. The Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit.

Right of Election to be registered as holder of Share	52	<p>(a) 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.</p> <p>(b) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.</p> <p>(c) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice 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.</p>
Entitlements of claimant	53	<p>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. 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.</p>
Provisions as regard transmission of other securities	54	<p>The foregoing provisions of Articles as regard transmission of shares shall <i>mutatis mutandis</i> apply to other securities including debentures of the Company.</p>

FORFEITURE OF SHARES

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| If call or installment not paid, notice may be given | 55 | If any Member fails to pay the whole or any part of any call or installment or any money due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Board may at any time thereafter during such time as the call or installment or any part thereof and other moneys remain unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member or on the person, if any, entitled to the share by transmission requiring him to pay such call or installment or such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all expenses (legal or otherwise) that may have been incurred by the Company by reason of such non-payment. |
| Term and Form of Notice | 56 | The notice shall name a day (not less than fourteen (14) days from the date of service of the notice) on or before which and the place or places at which such call, installment or such part thereof and other moneys as aforesaid and such interest and expenses as aforesaid are to be paid, and if payable to any person other than the Company, the person to whom such payment is to be made.

The notice shall also state that in the event of non-payment on or before the time and if payable to any person other than the Company, at the place appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited. |
| In default of payment shares to be forfeited | 57 | If the requirement of any such notice as aforesaid shall not be complied with, every or any of the shares in respect of which such notice has been given, may at any time thereafter but before payment of all calls or installment, interest and expenses and other moneys due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other money payable in respect of the forfeited shares and not actually paid before the forfeiture. |
| Receipt of part amount or grant of indulgence not to affect forfeiture | 58 | Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends |

		declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.
Entry of Forfeiture in Register of Members	59	When any shares shall have been so forfeited, an entry of the forfeiture with the date thereof, shall be made in the Register of Members and notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture but no forfeiture shall be, in any manner invalidated by any omission or neglect to give such notice or to make any entry as aforesaid.
Effect of forfeiture	60	The forfeiture of a share shall involve extinction at the time of the forfeiture, of all interest in and all claims of and demands against the Company, in respect of the share and all other rights incidental to the share except only such of those rights as by these presents are expressly saved.
Forfeited shares to be property of the Company & may be sold etc.	61	Any share so forfeited shall be deemed to be the property of the Company and may be sold or otherwise disposed of either to the original holder thereof, or to any other person upon such terms and in such manner as the Board shall think fit.
Board may annul forfeiture	62	The Board may at any time before any share so forfeited shall have been sold or otherwise disposed of or re-allotted, annul the forfeiture thereof upon such conditions as they think fit.
Shareholder still liable to pay money owing at the time of forfeiture and interest	63	A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but such a person shall notwithstanding such forfeiture, be liable to pay and shall forthwith pay to the Company all calls, installments, interest, expenses and other money owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of the forfeiture until payment at such rate as the Board may determine and the Board may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of the forfeiture but shall not be under any obligation to do so.
Cessation of liability	64	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.
Conclusive Evidence of forfeiture		(a)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;

Title of purchaser and transferee of forfeited shares		(b)The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
Transferee to be registered as holder		(c)The transferee shall thereupon be registered as the holder of the share; and
Transferee not to be affected		(d)The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.
Cancellation of Certificate	65	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.
Surrender of Shares	66	The Board may subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering the share on such terms as they think fit.
Forfeiture to apply on non- payment of any sum	67	The provisions of these foregoing 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.
Provisions as regard forfeiture of other Securities	68	The foregoing provisions of Articles as regard forfeiture of shares shall, <i>mutatis mutandis</i> , apply to other securities including debentures of the Company.

ALTERATION OF SHARE CAPITAL

Increase in Share Capital	69	The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution. Subject to the provisions of the Act, the shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting creating the same shall direct and if no direction be given, as the Board shall determine.
Power to alter Share Capital	70	Subject to the provisions of the Act, the Company may, by

ordinary resolution:-

(a) Increase the share capital by such sum, to be divided into shares of such amount as it think expedient;

(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

(c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the Share from which the reduced share is derived;

(e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its Share Capital by the amount of the Shares so cancelled, provided that any such cancellation shall not deemed to be any reduction of capital under the Act.

Transfer of stock	71	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 Board may, from time to time, fix the minimum amount of stock transferable and such minimum shall not exceed the nominal amount of shares from which the stock arose.
Rights of stockholders	72	The holders of stock shall according to the amount of stock held by them have the same rights, privileges and advantages as regards dividends, participation in profits, 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 as to dividends, participation in the 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.

Regulation to apply to stock 73 Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words ‘Share’, ‘Shareholder’ and ‘Member’ in those regulations shall include ‘stock’ and ‘stockholder’ respectively.

Reduction of Capital 74 The Company may from time to time in accordance with the provisions of the Act by resolution as specified in the Act, reduce

- (a) its share capital; and/or,
- (b) any capital redemption reserve account; and/or,
- (c) securities premium account; and/or
- (d) any other reserve in the nature of share capital.

and in particular may pay off any paid-up share capital upon the footing that it may be called up again or otherwise and may, if and so far as is necessary, alter its Memorandum by reducing the amount of its share capital and of its shares accordingly.

CAPITALIZATION OF PROFITS

Capitalization of Profits 75 1. (i) Subject to the provisions of the Act and applicable laws, the Company may, with the approval of the Members by way of an ordinary resolution, upon the recommendation of the Board, resolve—

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company’s reserve accounts, or to the credit of the Statement of profit and loss, 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—

(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 share;

(e) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

2. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and

(b) generally do all acts and things required to give effect thereto

(ii) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates/ coupons or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.

BUY BACK OF SHARES

Purchase of its own shares/ securities	76	Notwithstanding anything contained in these Articles but subject to the applicable provisions of the Act and other applicable laws for the time being in force, the Company may purchase its own shares or other specified securities.
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GENERAL MEETING

Extraordinary General Meeting	77	All general meetings other than annual general meeting shall be called extraordinary general meeting.
Power of Board to call Extra ordinary General Meeting	78	<p>The Board may, whenever it thinks fit, call an extraordinary general meeting.</p> <p>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.</p>
Chairman of General Meeting	79	The Chairman/Co-chairman of the Board shall be entitled to take the Chair at every General Meeting. If there be no Chairman or if at any meeting he shall not be present within fifteen (15) minutes after the time appointed for holding such meeting or is unwilling to act, the Directors present may choose a Chairman and in default of their doing so, the members present shall choose one of the Directors to be the Chairman and if no Director present be willing to take the Chair, the members present shall choose one of their members to be the Chairman of the Meeting.

PROCEEDINGS AT GENERAL MEETING

Quorum	80	The quorum for a General Meeting shall be in accordance with the provisions of the Act and no business shall be transacted at any General Meeting unless the quorum be present at the time when the meeting proceeds to business.
Body corporate deemed to be personally present	81	A body corporate being a member shall be deemed to be personally present if it is represented in accordance with Section 113 of Companies Act, 2013.
Business confined to election of Chairman whilst Chair vacant	82	<p>(a) No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant.</p> <p>(b) If a poll is demanded on the election of the Chairman it shall be taken forthwith in accordance with the provisions of</p>

the Act and these Articles and the Chairman so elected on the show of hands will exercise all the powers of the Chairman under the Act and these Articles.

(c) If some other person is elected Chairman as a result of the poll, he shall be the Chairman for the rest of the meeting.

Chairman of General Meeting	83	The Chairman/Co-chairman of the Board shall be entitled to take the Chair at every General Meeting. If there be no Chairman or if at any meeting he shall not be present within fifteen (15) minutes after the time appointed for holding such meeting or is unwilling to act, the Directors present may choose a Chairman and in default of their doing so, the members present shall choose one of the Directors to be the Chairman and if no Director present be willing to take the Chair, the members present, shall by poll or electronically, choose one of their members to be the Chairman of the Meeting.
Demand for poll not to prevent transaction of other business	84	Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
Passing of Resolution by electronic voting	85.	Subject to the provisions of the Act and other applicable laws in force for the time being, the Company may from time to time pass any resolution to be approved by the shareholders by means of electronic voting.
Postal Ballot	86	Subject to the provisions of the Act and other applicable laws in force for the time being, the Company may from time to time pass any resolution by means of postal ballot, instead of transacting the business in General Meeting of the Company and if such resolution is assented to by a requisite majority of the Members by means of postal ballot, it shall be deemed to have been duly passed at a General Meeting.
Minutes of General Meeting	87	<p>Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.</p> <p>In no case the minutes of the proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise. Any such minutes kept as aforesaid shall be</p>

evidence of the proceedings recorded therein.

The Company shall cause minutes of all proceedings of every General Meeting and every resolution passed by postal ballot to be kept in accordance with the provisions of the Act, by making, within thirty (30) days of the conclusion of such meeting, entries thereof in books kept for that purpose with their pages consecutively numbered.

Certain matters not to be included in Minutes	88	<p>There shall not be included in the minutes any matter which, in the opinion of the Chairman of the meeting –</p> <p>(a) is, or could reasonably be regarded, as defamatory of any person; or</p> <p>(b) is irrelevant or immaterial to the proceedings; or</p> <p>(c) is detrimental to the interests of the Company.</p> <p>The Chairman shall exercise absolute discretion with regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this Article.</p>
Discretion of Chairman in relation to Minutes	89	<p>The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.</p>
Inspection & Copy of minutes books of General Meetings	90	<p>The books containing the aforesaid minutes shall be kept at the Registered Office, and be kept open during business hours to the inspection of any member without charge subject to such reasonable restrictions as the Board may impose from time to time. Any member shall be entitled to be furnished within seven (7) working days after he has made a request in that behalf to the Company with a copy of the minutes on payment of such amount as may be fixed by the Board.</p>
Security at Meetings	91	<p>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 meeting, 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.</p>

ADJOURNMENT OF MEETING

Chairman may adjourn the meeting	92	The Chairman may, suo motu, adjourn the meeting from time to time and from place to place.
Business at Adjourned Meeting	93	No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
Notice of Adjourned Meeting	94	<p>When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p>

VOTING RIGHTS

Voting Rights	95	<p>Subject to any rights or restrictions for the time being attached to any class or classes of shares,—</p> <p>(a) on a show of hands, every member present in person shall have one vote; i.e. One person-One Vote; and</p> <p>(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company; i.e. One Fully Paid up share – One Vote; and</p> <p>(c) on e-voting, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company; i.e. One Fully Paid up share – One Vote.</p>
No member to vote unless calls are paid up	96	Subject to the provisions of the Act, no member shall be entitled to be present or to vote at any General Meeting or meeting of a class of shareholders either personally or by proxy either upon a show of hands or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and presently payable to the Company in respect of any of the shares of such member or in regard to which the Company, has exercised, any right or lien.
Restriction on exercise of voting rights in other cases to be void.	97	No member shall be 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 any other ground not being a ground set out in the preceding Articles. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at

such meeting and the poll.

E-voting	98	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
Vote of joint-holders	99	a) 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. b) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
Vote of non compos mentis and minors	100	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.
Votes in respect of shares of deceased & insolvent members	101	Subject to the conditions provided under the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any General Meeting in respect thereof as if he were the registered holder of such shares; provided that at least forty-eight (48) hours before the time of holding of the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Director/ Authorised Person, of his right of such shares and give such indemnity, if any, as the Director/Authorised Person may require, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

PROXY

Member may vote in person or otherwise	102	1. 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.
Proxies when to be deposited		2. 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, and in default the instrument of proxy shall not be treated as

valid.

Form of proxy	103	An instrument appointing a proxy shall be in the form as prescribed under the Act.
Proxy to be valid notwithstanding death of the principal	104	<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>

JOINT HOLDERS

Joint Holders	105	The joint holders of any shares shall be deemed to hold the shares as joint-tenants with benefits of survivorship subject to the following and other provisions contained in these Articles:
Maximum No. of Joint Holders	106	a) Subject to applicable laws, not more than 3 (three) persons shall be registered as joint holder of any Shares.
Joint Holders to be jointly & severally liable		b) The joint holders of any shares shall be liable severally as well as jointly for and in respect of all calls and other payments, which ought to be made in respect of such shares.
Receipt by anyone to be sufficient		c) Any one of such of joint holders of any shares, may give effectual receipts for any dividends, interests or other moneys payable in respect of such share
Documents to first named joint holder		d) 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.
Voting by Joint Holders		e) 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.

Executors or
Administrators as
Joint Holders

Provisions as regard
joint holders of other
securities

f) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

g) The foregoing provisions of Articles as regard joint holders shall *mutatis mutandis* apply to other securities including debentures of the Company.

BOARD OF DIRECTORS

Number of Directors	107.	Subject to the provisions of the Act and unless otherwise determined by the Company, in its General Meeting, the number of Directors shall not be less than 3 (three) and shall not be more than 15(fifteen).
Constitution of Strategic Business Unit	108A	The Company may constitute multiple Strategic Business Units as required by the Company and as may be determined by the Board from time to time.
Business Unit Managing Directors for Strategic Business Units	108 B	Subject to the provisions of these Articles, each of the Strategic Business Unit may be managed and operated by a Business Unit Managing Director. The Business Unit Managing Director shall be in charge of a Strategic Business Unit and shall also be responsible for making strategic decisions on matters in relation to the respective Strategic Business Unit or performing other actions as may be instructed by the Board. The Business Unit Managing Director shall have substantial powers of management of the affairs of the Strategic Business Units.
Managing Director for compliances under applicable laws	108C	Subject to the provisions of the Articles, the Company may, in addition to the Business Unit Managing Directors, appoint a managing director in accordance with the Act, who may be in-charge and responsible for the compliances in relation to the Company and will have substantial powers of management of the affairs of the Company or as may be determined by the Board from time to time.
Liability of Managing Directors	108D	Subject to the provisions of applicable laws, the Business Unit Managing Director shall be liable for acts, omissions, defaults in relation to their respective Strategic Business Unit.
Management Council	108 E	The Board may constitute a Management Council, and appoint members of such Management Council, that will directly report to the Board or the Business Unit Managing Director (in case it relates to a Strategic Business Unit). The Management Council shall be responsible for providing support functions such as finance, legal and secretarial, human resource, and operational functions or such other functions in

		a manner as may be determined by the Board from time to time.
Appointment of Nominee Director	109	Notwithstanding anything to the contrary in these Articles, so long as any moneys remain owing by the Company to any Public financial institution(s) and/or bank(s) owned or controlled by the Central Government or by the Reserve Bank of India out of any loan granted by the said Institutions to the Company, the said Institutions, shall have a right from time to time to appoint one person as their nominee Director on the Board of the Company and to remove from such office any person so appointed and to appoint any other person in his place; the said Nominee Director shall not be required to hold any qualification shares in the Company. Subject to aforesaid, the said Nominee Director shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.
Directors to retire Annually	110	Subject to the provisions of the Act, the Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of Directors by rotation.
Monthly Remuneration Of Directors	111	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 to Directors	112	The remuneration payable(whether by way of monthly amount, commission etc) 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 resolution, as prescribed in the Act, passed by the Company in general meeting.
Payment towards extra Services	113	Any Director who performs extra services or to make any special exertions for any of the purposes of the Company then subject to the provisions of the Act, the Board may remunerate such Director either by a fixed sum or by a percentage of profits or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled to.
Travelling and Other Expenses	114	In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them— <ul style="list-style-type: none"> 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.

However, the Company may charge/recover such amount of expenses from Directors in the event of Director using the facilities for their personal use; as may be deemed fit.

Negotiable Instruments	115	All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board or its Committee formulated for this business shall from time to time by resolution determine.
Additional Director & his/ her Duration	116	<p>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.</p> <p>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.</p>
Alternate Director & his/ her Duration	117	<p>The Board may appoint a person, not being a person holding any alternate directorship for any other director in the Company, to act as an alternate director for a director during his absence for a period of not less than three (3) months from India.</p> <p>Provided that 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.</p> <p>An alternate director shall not hold office for a period longer than that permissible to the director in whose place he has been appointed and shall vacate office if and when the director in whose place he has been appointed returns to India.</p> <p>If the term of office of original director is determined before he so returns to India, any provision in the Act, or in these Articles for the automatic re- appointment of the retiring directors in default of another appointment shall apply to the original director and not to the alternate director.</p>
Director's Power to fill casual vacancy	118	Subject to the provision of the Act, the Board shall have power at any time to appoint another person to be a director to

fill a casual vacancy. Any person 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 by him.

Qualification of Directors	119	No Director of the Company is required to hold any qualification share of the Company.
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PROCEEDINGS OF THE BOARD

Convening of Meeting of Board	120	The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
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Summoning of Board meeting	121	The Chairman/Co-Chairman or any one Director with the previous consent of the Chairman/Co-Chairman may, or the company secretary on the direction of the Chairman/Co-Chairman shall, at any time, summon a meeting of the Board.
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Quorum of Board Meeting	122	(a) Subject to provisions of the Act, the quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in one-third be rounded up as one) or two Directors whichever is higher.
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b) the participation of the directors by video conferencing or by other audio visual means shall also be counted for the purposes of quorum under this sub-section.

c) Where at any time the number of interested directors exceeds or is equal to two-thirds of the total strength of the Board of Directors, the number of directors who are not interested directors and present at the meeting, being not less than two, shall be the quorum during such time.

d) A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under the Act or the Articles of the Company, for the time being vested in or exercisable by the Board of Directors generally.

Appointment of Chairman	123	The Board shall, appoint from amongst its member a Chairman/Co- Chairman.
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Participation at Board Meetings	124	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.
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Decisions at Board	125	Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a
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majority of votes.

Meeting Casting Vote of Chairman/Co-chairman	126	In case of an equality of votes, the Chairman/Co-Chairman of the Board, if any, shall have a second or casting vote.
Directors not to act in case the number gets reduced below quorum	127	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 and for no other purpose.
Presiding over meetings Board	128	(a) The Chairman of the Company shall be the Chairman at meetings of the Board. In his absence, Co-Chairman shall be the Chairman at meetings of the Board. In case both are absent, the Board may elect a Chairman of its meetings and determine the period for which he is to hold office.
Directors to elect a Chairman		(b) If no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of them to be Chairman of the meeting.
Delegation of Power to Committee	129	(a) 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.
Committee to abide regulations by Board		(b) 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.
Participation at meetings of Committee		(c) 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.
Remuneration of Committee Members		(d) Subject to the provisions of the Act, the Board may from time to time fix the remuneration to be paid to any member or members of their body constituting a Committee appointed under this Article and may pay the same.
Presiding over Committee Meeting	130	a) A Committee may elect a Chairman of its meetings unless the Board, while constituting a Committee, has appointed a Chairman of such Committee. b) If no such Chairman is elected, or if at any meeting the

		Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairman of the meeting.
Meeting of Committee and Decisions thereof	131	<p>a) A committee may meet and adjourn as it thinks fit.</p> <p>b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present.</p> <p>c) In case of an equality of votes, the Chairman/Co-Chairman shall have a second or casting vote.</p>
Casting Vote of Chairman / Co Chairman		
Validity of acts of Board and Committee	132	All acts, done by any meeting of the Board or by a Committee of Board or by any person acting as a Director, shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or person acting as aforesaid, or that they or any of them were or was disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions or any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed and was qualified to be a Director, provided that nothing in this Article shall be deemed to give validity to acts done by the Directors after their appointment had been shown to the Company to be invalid or to have been terminated.
Minutes to be conclusive evidence	133	The Minutes duly signed by the Chairman and duly confirmed by the Directors shall be conclusive evidence of the conduct of business and presence of directors at the Board Meeting
Resolution by Circulation	134	Save as otherwise expressly provided in the Act and secretarial standards for meeting of the board of directors issued by The Institute of Company Secretaries of India, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of 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.
Constitution of Committees	135	Subject to the applicability of the relevant provisions of the Act and other applicable laws, the Board shall constitute relevant committees of Board including audit committee, nomination & remuneration committee, corporate social responsibility committee, stakeholders relationship committee or such other committee of Board as required to be constituted under the Act and their constitution and other related matters

shall be governed in accordance with the Act and other applicable laws.

POWERS OF BOARD

Board vested with General Powers of the Company	136	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.
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KEY MANAGERIAL PERSONNEL

Appointment of KMPs and their removal by Resolution of Board	137	Subject to the provisions of the Act, - A managing director, wholetime director, chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board as key managerial personnel for such term, at such remuneration and upon such conditions as it may think fit; and any managing director, wholetime director, chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple business.
Managing Director/ CEO can be appointed as Chairman	138	Subject to the provisions of the Act and other applicable laws, an individual who is Managing Director or Chief Executive Officer or Wholetime Director of the Company may be appointed or re-appointed as Chairman of the Company at the same time.
Director may act as KMP	139	A director may be appointed as managing director, wholetime director, chief executive officer, manager, company secretary or chief financial officer.

SEAL

The seal and its custody	140	The Board shall provide for the safe custody of the seal.
Affixation of Seal	141	The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

DIVIDENDS AND RESERVE

Company in General Meeting may declare dividends	142	The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.
Interim Dividend	143	Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.
Transfer to Reserves	144	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 applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.
Profits may be carried forward	145	The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
Dividend as per amount of shares	146	(a) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the

		shares in the company, dividends may be declared and paid according to the amounts of the shares.
No dividend on advance payment		(b) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
Apportioning of dividend		(c) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
Deduction from Dividend	147	(a) 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.
Retention of Dividend		(b) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.
Dividend how remitted	148	a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
Instrument of payment		b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
Discharge to Company		c) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

Receipt in case of joint holders	149	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.
No interest on Dividends	150	No dividend shall bear interest against the Company.
Waiver of Dividends	151	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. The Company shall not be required to declare or pay and shall not declare or pay dividend to such Members who have waived/forgone his/their right to receive the dividend by him/ them under this Article.

ACCOUNTS

Inspection by Directors	152	<p>a) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act.</p> <p>b) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.</p>
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REGISTERS

Statutory Registers & their Inspection	153	The Company shall keep and maintain at its registered office all statutory registers which, <i>inter alia</i> , includes register of charges, register of members, register of debenture holders, (if any), register of any other security holders (if any), the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act.
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The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not

exceeding the limits prescribed by the Act.

Subject to the provisions of the Act and upon receipt of the request, the extract of such registers and returns may be obtained by such persons who are so permitted under the Act, on the payment of such fees may be prescribed by the Board not exceeding the limits as prescribed under the Act in this regard.

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| Foreign Register | 154 | <p>(a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.</p> <p>(b) The foreign register shall be open for inspection and may be closed, and extracts may be taken there from and copies thereof may be required, in the same manner, <i>mutatis mutandis</i>, as is applicable to the register of members.</p> |
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WINDING UP

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| Winding Up of the
Company | 155 | <p>Subject to the applicable provisions of the Act made thereunder –</p> <p>a) 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.</p> <p>b) 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.</p> <p>c) 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.</p> |
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INDEMNITY & RESPONSIBILITY

Directors to be indemnified	156	<p>(a) Subject to the provisions of the Act, every Director of the Company, Secretary and other Officer or Employee of the Company and the Trustees (if any) for the time being acting in relation to any of the affairs of the Company and every one of them shall be indemnified by the Company out of the funds of the Company to pay all costs, losses and expenses (including travelling expenses) which any such Director, Secretary, Officer or Employee and the Trustees, if any, for the time being acting in relation to any of the affairs of the Company may incur or become liable to by reason of any contract entered into or any act or deed done by him as such Director, officer or servant or in any way in the discharge of his duties.</p> <p>(b) Subject to as aforesaid every Director, Secretary or other Officer or Employees of the Company or the Trustees, if any, for the time being acting in relation to any of the affairs of the Company and every one of them shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the applicable provisions of the Act in which relief is given to him by the court or Tribunal.</p>
Not responsible for acts of others	157	<p>Subject to the provision of the Act, no Director or other Officer of the Company shall be liable for the acts, omissions, neglects, defaults of any other Director or Officer or for joining in any omissions or other act for conformity, or for any loss or expenses suffered by the Company through insufficiency of title to any property acquired by the order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act or any person, company or corporation, with whom any moneys, securities or effects of the Company shall be entrusted or deposited, or for any loss occasioned by any error of judgement or oversight on his part or for any other loss or damage or misfortune whatever shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty, willful neglect or default.</p>

D&O Liability Insurance	158	The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.
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GENERAL POWER OF THE COMPANY

General Power of the Company	159	Wherever in the Act, it has been provided that the Company or its Director shall have any right privilege or authority or that the Company or Director could carry out any transaction only if the Company or Director is so authorised by its articles, then and in that case this regulation hereto authorises and empowers the Company or Director to have such rights, privileges or authority and to carry such transactions as have been permitted by the Act, without there being any specific regulation in that behalf herein provided.
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MISCELLANEOUS

No Shareholder to enter the Premises of Company without permission	160	<p>(a) Subject to the provisions of these Articles and the Act no member or other person (other than a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the Board or the Managing Director or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery or trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interests of the Company to communicate.</p> <p>(b) Any confidential information disclosed to a Member or Director shall not be used by him for any purpose other than for the exercise of rights or performance of obligation as a Member or Director of the Company and shall not be disclosed by him to any person, firm or Company.</p>
Dispute Resolution	161	1. If any dispute, controversy or claim between the parties arises out of or in connection with or relating to the enforcement, performance of the terms and conditions of Articles such dispute shall be referred to binding Arbitration and determined in accordance with the

Arbitration & Conciliation Act, 1996. Any Arbitral Award shall be final and binding on the parties and the parties waive irrevocably any rights to any form or appeal, review or recourse to any stage or other judicial authority in so far as such waiver may validly be made. The venue for Arbitration shall be Barnala and language for of proceedings shall be English.

2. The parties to dispute recognizing the necessity of conclusion of Arbitral Proceedings expeditiously agree to:
 - a) carry out in fully, promptly and without delay such procedural orders or directions as may be made by the Arbitral Tribunal from time to time.
 - b) carry out in full, promptly and without delay such interim measures of protection as may be ordered by the Arbitral Tribunal.
 - c) co-operate with each other and with Arbitral Tribunal in conduct of any arbitral proceeding with view to enabling the Arbitral Tribunal to conclude the proceeding so far as practicable within a period of 2 months from the date upon which recourse to arbitration was initiated by the service of a notice of arbitration.
 - d) That question to procedure may be decided by the presiding arbitrator as he or she deems fit and that the presiding Arbitrator is authorized accordingly.
 - e) The arbitrator Tribunal may determine in their discretion that
 - i. No Oral hearing is held unless it considers any such hearing to be either necessary or appropriate; and
 - ii. any arbitral proceedings be conducted in whole or in part upon the basis of documents and other materials
 - f) The Arbitral Tribunal shall have the power to award costs to the parties.

Governing Law and Jurisdiction	162	Any dispute, controversy or claim between the parties arising out of or in connection with or relating to the enforcement, performance of the terms and conditions of Articles shall be construed in accordance with Laws of India excluding its conflict of law provisions. The jurisdiction for any dispute arising under Articles of Company shall be only at Barnala, Punjab in India.
Borrowing Power	163	The Board may subject to the provisions of Sections 73, 74, 76A, 179, 180 and 181, of the Act, raise or borrow any sum or sums for the purposes of the Company and secure repayment of any sum or sums borrowed, in such manner and at such time or times and upon such terms and conditions as it may think fit in particular by promissory notes, or by opening current accounts or by receiving deposits and advances at interest, with or without security, or by the issue of debentures of 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, or by mortgaging, charging or pledging any lands, buildings, machinery, plants, goods or other property and securities of the Company, or by such other means as to Board may seem expedient.
Members to notify Address for registration	164	<p>1. 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.</p> <p>2. 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.</p> <p>3. 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.</p>
Limitations	165*	<p>Notwithstanding anything contained in these articles, the Company shall not be liable for the acts, matters, contracts or deeds except as specified hereinunder and the same shall not bind the Company, unless such acts, matters, contract or deeds have been specifically approved by the shareholders by way of an ordinary resolution:</p> <p>(a) The Company shall not enter into any contract, agreement, deed or any arrangement which has the effect of creating an unlimited liability on the Company and / or its assets, directly or indirectly.</p> <p>(b) Every Contract, Agreement, Deed or Arrangement involving sale of goods or services, licensing agreement</p>

* Article 165 substituted by Shareholders Resolution passed on March 10, 2023

and/or any similar nature of agreement entered by or on behalf of company shall have Limited Liability as defined hereinunder:-

Notwithstanding anything contained in any contract, agreement, deed or any arrangement, to the contrary, involving sale of goods or services, the company shall not be liable to the other party for special, indirect, consequential, punitive or exemplary damages suffered by such other party and / or the reseller resulting from or arising out of such agreement or the breach thereof or non-performance or under any other theory of liability, whether tort, negligence, strict liability, breach of contract, warranty, indemnity or otherwise, including loss of use, increased cost of operations, loss of profit or revenue, or business interruptions and / or any other similar type of losses. Provided, however, except for any indemnification obligations of the parties in the agreement, the company's liability to the other party for direct loss, cost, claim, injury or liability or expense, including reasonable legal expenses relating to or arising out of any negligent act or omission in its performance of said agreement whether in contract or in tort, shall be limited to the consideration value of the said contract / transaction.

- (c) The limitation of liability as set forth in clause (b) of Article 165 is capped at amount equalling to the consideration value of each transaction, Provided, However, the same can be raised to double the consideration value of each transaction with prior approval of Board of Directors.
- (d) Every contract, agreement, deed or arrangement involving purchase of goods or services, entered by or on behalf of the Company shall contain LIMITATION OF LIABILITY of the company up to the extent of basic value of actual material supplied by other party as per the specifications of the contract, agreement, deed or arrangement.
- (e) If any dispute, controversy or claim between the parties arises out of or in connection with or relating to the enforcement, performance of the terms and conditions of contract, agreement, deed or arrangement as may be entered by or on behalf of the Company, such dispute shall be referred to Arbitration in accordance with the Arbitration & Conciliation Act, 1996. The seat and venue for the Arbitration shall be Barnala, India and language for of the Arbitration proceedings shall be English.
- (f) The Company shall not provide or create any security

including collateral on its assets whether moveable or immovable in favour of any third party, (including to and on behalf of its subsidiaries, associates, joint ventures) lenders etc. except in furtherance of Company's own business.

- (g) The board of directors of the Company shall not delegate the authority to enter into a contract, agreement, deed or any other binding arrangement except to the key managerial personnel of the Company as defined under the Act, provided that such delegation of power shall be done by way of a board resolution and execution of a power of attorney inter-alia containing the terms and conditions of such delegation.

Provided further that such key managerial personnel in whose favour a power of attorney has been executed may delegate such powers in favour of employees of the Company, by way of a specific power of attorney provided that such delegation shall contain an overall ceiling of twenty-five lacs or such lower limit as may be approved by the board of directors of the Company.

- (h) No Courts other than the courts of the State, where the registered office of the Company is situated, shall have the exclusive jurisdiction over disputes between the Company and any third party including disputes arising from any contract, agreement, deed or document except for such contract, deeds, agreement or any document executed by the Company with the counter parties which are outside India wherein the arbitration / jurisdiction shall be a neutral jurisdiction (other than the jurisdiction of the parties to the contract) as may be agreed by the Company.
- (i) The Company shall not grant any unsecured Loans or Advances, or any other such transaction by whatever name called, to any vendor / supplier / manufacturer, employee, or any other party, the Company may enter into such transaction subject to prior approval of the Board of Directors.
- (j) Notwithstanding anything to the contrary contained in these articles, no commercial, financial, economic or business arrangements shall bind the Company or make the Company liable under such arrangement unless such arrangement is undertaken in compliance with the provisions of this clause (k) of Article 165 or is specifically approved by the Board of Directors of the Company before execution of such commercial, financial, economic or business arrangement.
- i. All commercial, financial, economic or business

arrangement with the Business Partner / Service Partner / Consultant / Employee, by whatever name called, shall be entered by the Company after undertaking and completing KYC ('know your customer') of such party.

- ii. All commercial, financial, economic or business arrangement shall be entered directly with the concerned Business Partner / Service Partner / Consultant / Employee, by whatever name called, and none of the commission agent / intermediary shall be recognized or entered as a party on behalf of Business Partner / Service Partner / Consultant / Employee.
 - iii. All amounts / dues under any commercial, financial, economic or business arrangement shall be received / paid through normal banking channels from / to the party with whom the Company has entered into such an arrangement.
- (k) For the purpose of article 165, in exceptional cases where the Company needs to execute or enter into any transaction with statutory authorities or government bodies, for any statutory compliance, Judicial order or commercial transaction, the Company may enter into such transaction contrary to aforesaid provisions of article 165 subject to prior approval of the Board of Directors and the same will not require the approval of the shareholders by way of an ordinary resolution.

Name, address, description and occupation of the subscribers	Signature of the subscriber	Name, address, description and occupation of the witness
Arun Goyal, S/o Sh Ved Parkash Goyal (on behalf of Trident Group Limited) 62 – B, Shastri Nagar, Ludhiana (Service)	Sd/-	I hereby witness the signatures of the subscribers Sd/- Vinay Kohli Membership Number 94249 Partner- K K Kapoor & Associates 48-B, Udham Singh Nagar, Civill Lines, Ludhiana
Rajiv Dewan, S/o late Sh R C Dewan 96-F, Rishi Nagar, Ludhiana (Professional)	Sd/-	
Arun Goyal, S/o Sh Ved Parkash Goyal 62 – B, Shastri Nagar, Ludhiana (Service)	Sd/-	
Pawan Jain, S/o Sh. Darshan Lal Jain 25, Jain Colony, Sunder Nagar, Ludhiana (Service)	Sd/-	
Rajneesh Bhatia, S/o Sh. Swaran Lal Bhatia Flat No. 44, Swami Vivekanand Vihar, B.R.S Nagar, Ludhiana-141002, Punjab, India (Service)	Sd/-	
Ratnesh P Rukhariyar, S/o Sh. Rajendra P Rukhariyar D-67 (First floor), Kitchlu Nagar, Ludhiana (Service)	Sd/-	
Vikrant Sadana, S/o Sh. Kulbir Sadana B-IX, 412, Near Santoshi Mata Bada Mandir, Surgapuri, Kotkapura - 151204 (Service)	Sd/-	

Place : Ludhiana

Date : 27.06.2011