(COMPANY LIMITED BY SHARES)
MEMORANDUM OF ASSOCIATION
OF

SRG Fingrow Finance Limited

I. The name of the company is SRG FINGROW FINANCE LIMITED*.

II. The Registered office of the company will be situated in the STATE OF RAJASTHAN.

III. (A) The Objects to be pursued by the Company on its incorporation are:

1. Subject to the compliance of the provision of SEBI Act,1992 and the rules and regulations framed thereunder as may be applicable to invest in, acquire, hold, buy, sell or otherwise dispose off or deal in any kind of shares, debentures, debenture stock ,bond, units, obligations and securities issued or guaranteed by any government, state municipal or civil body, financial institution, commercial papers ,negotiable instruments and papers, all types of instruments and to invest in immovable and other properties and to carry on the business of stock broking and its allied matters viz. acting as underwriters ,brokers to the issue of securities ,dealer in securities, merchant bankers in all its aspects ,issue house managers, registrar to the issue of securities, share transfer agents ,investment business , public issue subscription, portfolio management ,investment consulting ,fixed deposit brokers, Inter corporate investment convassers , finance and discounts brokers, advisers, promoters, advertisement consultants to issue of securities of all kinds and types in all their aspects in or outside India.

2. To lend and advance money and assets of all kinds or give credit on any terms or mode and with or without security to any individual, firm, body corporate or any other entity (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of , or any other company whether or not associated in any way with, the company), to enter into guarantees, contracts of indemnity and surety ship of all kinds, to receive money on deposits or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of , or any other company associated in any way with, the company).

3. Subject to the provisions of Companies Act and the rules framed thereunder and the directions issued by the Reserve Bank of India as may be applicable , to receive money on deposits on the interest or otherwise and to lend , invest, subscribe money and negotiate with or without security to such companies ,firm, or persons upon conditions as may be seem expedient and to guarantee the performance of contracts by any person, companies, firms provided that the company shall not carry on the business of Banking within the meaning of banking regulations act,1949.

4. To apply for and become a corporate member of any stock exchanges in India.

5. To carry on the business of investment and to invest in, acquire, underwrite, subscribe for and hold shares, bonds, stocks, securities debenture stocks issued or guaranteed by any company constituted and carrying on business in India or elsewhere, any government , state, dominions , sovereign, central or provincial commissioners, port trust public body or authority supreme, municipal local or otherwise whether in India or elsewhere and also act as underwriters and brokers of stock, share, debenture, government bonds, units of Unit Trust of India, National Saving Certificate and Fixed deposits.

6. To lend on to acquire and give on lease on let out on hire, sub let, mortgage, pledge hypothecate and hire purchase, purchasing selling and to assist in machineries, plants, accessories, equipments, computers, motor vehicle, spare parts, tools, instruments, excavators, agriculture equipments, cranes, other capital, goods to industrial undertakings, agriculture traders, mine holders, and to receive each rentals lease money instruments thereof in any part of India or abroad.

This Memorandum of Association has been amended to reflect the change of name from S R G Securities Finance Limited to SRG Fingrow Finance Limited pursuant to the special resolution passed in the Extra-Ordinary General Meeting held on 26th May 2025.

7. To apply for and obtain license for money changer business from the government of India (RBI or statutory authorities and to carry on the business of money changers and to transact and do all matters and things incidental thereto or which may at any time hereafter, at any place where the company shall carryon business, be usual in the connection of money changers or dealing currency on local and foreign and dealing in exchanges in currency of permitted countries.

(B) **Matters which are necessary for furtherance of the Objects specified in clause 3 (A) are:**

1. To buy, sell, manufacture, repair, alter and exchange, let on hire, export, import and deal in all kinds of articles and things which may be required for the purpose of any of the main business in this Memorandum contained or which may seem capable of being profitably dealt with in connection with any of me said business covered in the main object.

2. To advance, deposit or lend money, securities and property (not amounting to be business of banking as defined under the Banking Regulations Act, 1949) to or with such persons, firms or bodies corporate as the company may thinks fit and in particular to customers and others having dealing with the company and on such terms as may seem expedient and to discount buy, sell and deal in bills, notes ,warrants, coupons and other negotiable or transferable securities or documents and to guarantee performance of any contract by any such person.

3. To guarantee the payment of money secured by or payable under or in respect of bonds, debenture, debenture-stock, contracts, mortgages, charges, obligations and other securities of any company or any authority, Central, State, Municipal, Local or otherwise or of any person whatsoever, incorporated or not incorporated and to transact all kinds of guarantee business and to further transact all kinds of trust and agency.

4. To purchase or otherwise acquire and sell, exchange, surrender, lease, mortgage, charge, convert, hold, turn to account, dispose of and deal in real and personal property and rights of all kinds and in particular, mines, quarries, land, building, hereditaments, business concerns and undertakings debenture-stocks mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licenses, stocks, shares, securities, bonds, policies, book debts, and claims, privileges and chose in-action of all kinds, including any interest in real or personal property and any claims, against such property or against any persons or company and to carry an any business, concern or undertaking so acquired in connection with the business of the company.

5. To receive money, securities, valuables of all kinds on depositor safe custody (not amounting to the business of banking as defined under the Banking Regulation Act. 1949) and to borrow or raise money in such manner as Company shall think fit and in particular by issue of debenture or debenture-stocks (perpetual or otherwise) and to secure the repayment of any money so borrowed, raised or owing by mortgage, charge or lien upon all or any of the Company's property (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 company or body corporate of and any obligation undertaken by the Company or any other person or Company, as the case may be.

6. To receive grants, loans, advances or other monies on deposit or otherwise from a State of Central Government, Banks, Financial Institutions, Companies, Trusts or individuals with or without allow of interest thereon.

7. To draw, make, accept, endorse, discount, execute and issue promissory notes, hundies, bills of exchange, bills of landing, warrants, debentures and other negotiable and transferable instruments.

8. To invest and deal with the money of the Company not immediately required in such manner as the Company may deem fit.

9. To subscribe to, become a member of, subsidise and co-operate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of the Company and to procure from and communicate to and such association, such informations may be likely to further the objects of the Company.

10. To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with all or any part of the property and rights of the company.

11.To apply for purchase or -otherwise acquire, protect and renew in any part of the world, patents, licenses, concession, patent rights, trade marks, designs and the like, conferring any exclusive or non-exclusive or limited right to their use, any secret or other information regarding any invention or research which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use develop or grant license in respect there of otherwise turn to account the right of information so acquired and to expend money in experimenting upon, testing or improving any such patents, rights or inventions.

12.To acquire and undertake the whole or any part of the business property or liabilities of any person, firm or body corporate, carrying on or proposing to carry on any business which the company is authorised to carry on or having property suitable for the purposes of the company or which can be carried on in conjunction therewith or which is capable of being conducted" so as directly or indirectly to benefit the Company.

13.To enter into any arrangements with any Government-or any Authority, supreme, municipal, local or otherwise that may-seem beneficial to any of the Company's object and to apply for, promote and obtain any Act of Parliament, privilege, concession, license or authorization of the Government or any other authority local or otherwise for enabling the company to carry on any of its objects into effect or for extending any of the powers of the Company and to carry out, exercise and comply with any such Act, privilege, concession, license or authorization.

14.To pay for any rights or property acquired by the Company and to remunerate any person, company or public bodies whether by-cash payment or by allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.

15.To enter into partnership or into any arrangements for joint ventures in business or for sharing profits, union of interest, reciprocal concession or co-operate with any person, firm or company, other than with partnership firms (including Limited Liability Partnership) and association of persons, or to amalgamate with any person, firm or company carrying on or proposing to carry on any business, other than with partnership firms (including Limited Liability Partnership) and association of persons.

16.To establish, promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the rights liabilities and properties of the company or for any other purpose which may seem directly calculated to benefit the Company and to place or guarantee, the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company or companies.

17.To lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part of the undertaking of the Company or any land, business, property, rights or assets of any kind of the Company or any share of interest therein respectively in such manner and for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other body corporate having objects altogether or in part similar to those of the Company.

18.To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company and to take into consideration and to approve and confirm all acts, deeds and things that may be done or entered into with any person, firm or body corporate by the promoters of the company and further to enter into any agreement, arrangement or contract with the promoters and to reimburse them for all costs and expense that may be incurred by them in or in connection with the formation or promotion of the Company.

19.To adopt such means of making known the product, business and interest of the Company as it may deem expedient and in particular by advertising in the press, radio, television and cinema, by circulars, by purchase construction and exhibitions of work of art or general interest, by publication of books and by granting prizes, rewards and donations subjects to the provisions of law.

20.To procure the company to be registered or recognised in any part of the world outside the Union of India.

21.To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or non-contributory pension or superannuation fund and to give or procure the giving of donations, gratuities, pension, allowance, emoluments, bonus, profit, sharing bonus, benefits or any other payment to any person who are or were at any time in the employment or service of the Company or its predecessors in business or of any company which is a subsidiary of the company or is allied to or associated with the company or any such subsidiary or who are or were at any time Directors or officers of the

Company or any of such other company as aforesaid and the wives, widows, families, dependents or connections of any such person and to provide for the welfare of all or any of the aforesaid person from time to lime by subscribing, subsidising or contributing to any institutions, associations, funds, clubs, trusts profits sharing 6r other schemes and by building or contributing to the building of dwelling houses or quarters and by providing, subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and to make payment to or towards the insurance of any such person as aforesaid and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

22.To aid peculiarly or otherwise any association, body or movement having for its objects any solution, settlement or surmounting of industrial labour problems or the promotion of industry or trade.

23.To subscribe in or donate to or guarantee money for national philanthropic, benevolent, public, general or useful object, fund or organisation, association or institution or for any exhibition or for any purpose which may be likely directly or indirectly to further the object of the Company or the interest of its members subject to the provisions of the Companies Act.

24.To make arrangements with persons engaged in any trade, business or profession for the concession to o the company's members, ticket-holders and their friends, of any, special rights, privileges and advantages and in particular in regard to the supply of goods.

25.On winding up of. the company, to distribute all or any of the property of the company amongst the members in specie or in kind or proceeds of sale or disposal of any property of the company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law and subject to Companies Act.

26.To do all any of the above things in any part of the world as principals, agents, contractors, trustees, attorney, agents or otherwise and either alone or in conjunction with other and to establish offices, agencies or branches for carrying on any of the aforesaid objects of India elsewhere in the world and to undertake the management of any company or companies having objects altogether or in part similar to those of the Company.

27.To carry on the business of transport and any other business whether being conveniently be carried on in connection with the objects in this Memorandum contained or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights of which it may be advisable to undertake with a view to improving, developing, rendering, valuable, or turning to account any property real or personal belonging to the Company or in which the company may be interested.

28.To carry on the business of industrial, financial and investment advisors and to invest in, subscribe, purchase or otherwise deal in shares, stocks, bonds, debentures, debenture stocks, public securities issued by any authority. Central, State, Municipal or" Local or otherwise and

29.To carry on the bussiness carried on by finance and investment companies, finance and investment Advisors.

30.To carry on the business of financial and investment advisors, finance brokers under writers subject to regulations of the Stock Exchange and Provisions of the concerned Acts in force.

IV. The Liability of the members is limited.

V. The Authorised Share Capital of the Company is Rs.12,00,00,000/- (Rupees Twelve Crore) Divided into 1,20, 00,000/- (One Crore Twenty Lacs) Equity Shares of Rs.l0/-(Rupees Ten) each.



We, the several persons whose names and addresses 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 set opposite our respective names:

Sl.No.	Signature, Name, Description, Addresses and Occupation of the Subscribers	No. of Equity Shares taken by each subscriber	Signature, name, address, Description and Occupation of Witness
1.	Sd/- **(BAJRANG LAL GUPTA)** S/o Shri Sitaram Gupta A-16, Saket,sastri Nagar Road, JAIPUR-302016 Business	100 (One hundred)	I witness the signatures of all the subscribers Sd/- (GAJANAND GUPTA) S/o Shri Maliram Gupta C-20 Bhagwan Das Road, C-Scheme, JAIPUR Chartered Accountant
2.	Sd/- **(RAMESH KUMAR GUPTA)** S/o Shri Sitaram Gupta C/504 Chitrakoot, kuluwadi Marg, Boriwali(E) BOMBAY-4000.6 Business	100 (One hundred)	
3.	Sd/- (ASHOK KUMAR GUPTA) S/o Shri Sitaram Gupta Behind Bajaj Bhawan, SIKAR-332001 (Raj.) Business	100 (One hundred)	
4.	Sd/- **(VINOD KUMAR GUPTA)** S/o Shri Sitaram Gupta 49, Mangaldas Road, Building No.1 2nd Floor, Mangal Das Road, BOMBAY-2 Business	100 (One hundred)	
5.	Sd/- **(SANWAR MAL MODI)** S/o Shri Ramdev Modi C-2, Ambabari, JAIPUR-302012 Business	100 (One hundred)	
6.	Sd/- **(PAWAN LAL GINORIA)** S/o Shri Gijraj Ginodia Naya Shahar , SIKAR (Raj.) Business	100 (One hundred)	
7.	Sd/- **(KAILASH CHAND GUPTA)** S/o Shri Sitaram Gupta LL-38,1st Floor Amber Tower, S.C. Road, JAIPUR (Raj.) Bussiness	100 (One hundred)	

Total No. of Equity - Shares subscribed: 700 (Seven hundred)
Dated the 10th day of February, 1995
Place: JAIPUR

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(INCORPORATED UNDER COMPANIES ACT, 1956)
ARTICLES OF ASSOCIATION
OF
SRG FINGROW FINANCE LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed by the Members of the Company on 10.09.2015 by means of Special Resolution to the entire exclusion of, the earlier regulations comprised in the extent Articles of Association of the Company.

GENERAL

TABLET 'F' EXCLUDED

1	No regulations contained in Table F in the Schedule I to the Companies Act, 2013 or in the Schedule to any previous Companies Act, shall apply to the Company, but the regulations for the management of the company and for the observance of the Members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the repeal of, alteration of, or addition to, its regulations by resolution, as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.	*Table 'F' not to apply but the company to be governed by these Articles*
2	**INTERPRETATION**	
A	In the interpretation of these Articles, the following words and expressions shall have the following meanings, unless repugnant to the subject or context	*Interpretation clause*
i	The "Act" means the Companies Act, 2013 and includes any statutory modification or re-enactment thereof for the time being in force and earlier enactment to the extent applicable.	*"Act"*
ii	"Alter" and "Alteration" shall include the making of additions, omissions and substitution.	*"Alter"*
iii	"The Articles" means these Articles of Association of the Company or as altered from time to time.	*"Articles"*
iv	"Annual General Meeting" means a General Meeting of the members held in accordance with Section 96 of the Act.	*"Annual General Meeting"*
v	"Auditors" mean those Auditors appointed under the said Act.	*"Auditors"*
vi	"Authorized Capital" or "Nominal Capital" means such capital as is authorized by the Memorandum of Association of the Company to be the maximum amount of share capital of the Company.	*"Authorized Capital" or "Nominal Capital"*
vii	"Beneficial Owner" means beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.	*"Beneficial Owner"*
viii	"Board or Board of Directors" means the collective body of Directors of the Company.	*"Board or Board of Directors"*
ix	"Body Corporate" or "Corporation" includes a company incorporated outside India but does not include, a cooperative Society registered under any law relating to Co-operative Societies, and any other body corporate (not being a Company as defined in the Act) which the Central Government may, by notification, specify in that behalf.	*"Body Corporate or Corporation"*
x	"Charge" means an interest or lien created on the property or assets of the Company or any of its undertakings or both as security and includes a mortgage.	*"Charge"*
xi	"Chief Executive Officer" means an Officer of the Company, who has been designated as such by the Company.	*"Chief Executive Officer"*
xii	"Chief Financial Officer" means a person appointed as the Chief Financial Officer by the Company	*"Chief Financial Officer"*
xiii	"The Company" or "This Company" means SRG Fingrow Finance Limited	*"The Company" or "This Company"*
xiv	"Company Secretary" or "Secretary" means a Company Secretary as defined in clause (c) of sub-section (1) of Section 2 of the Company Secretaries Act, 1980, who is appointed by the Company, to perform the functions of a Company Secretary under the Act.	*"Company Secretary" or "Secretary"*
xv	"Debenture" includes Debenture stock, bonds or any other instrument of a Company evidencing a debt, whether constituting a charge on the assets of the company or not.	*"Debenture"*
xvi	"Depository" means a depository as defined in clause (e) of subsection (1) of Section 2 of the Depositories Act, 1996.	*"Depository"*

xvii	"Directors" means a director appointed to the Board of the Company.	*"Directors"*
xviii	"Dividend" shall include interim dividend.	*"Dividend"*
xix	"Document" includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of the Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.	*"Document"*
xx	"Employees' Stock Option" means the option given to the Directors, Officers or employees of the Company or of its holding company or subsidiary Company or companies, if any, which gives such Directors, Officers or Employees, the benefit or right to purchase, or to subscribe for, the shares of the Company at a future date at a predetermined price.	*"Employees' Stock Option"*
xxi	"Extra-Ordinary General Meeting" means an Extra-Ordinary General Meeting of the members duly called and constituted as per the Act and any adjourned holding thereof.	*"Extra-Ordinary General Meeting"*
xxii	"Financial Statements includes: (i) a balance sheet as at the end of the financial year; (ii) a statement of profit and loss, or in the case of a company carrying on any activity not for profit, an income and expenditure account for the financial year; (iii) cash flow statement for the financial year; (iv) a statement of changes in equity, if applicable; and (v) any explanatory note annexed to, or forming part of, any document referred to in sub-clause (i) to sub-clause (iv).	*"Financial Statements"*
xxiii	"Independent Director" means an Independent Director referred to in subsection (6) of Section 149 of the Act.	*"Independent Director"*
xxiv	"Issued Capital" means such capital as the Company issues from time to time for subscription.	*"Issued Capital"*
xxv	"Key Managerial Personnel" in relation to the Company means: (i) the Chief Executive Officer or the Managing Director or the Manager; (ii) the Company Secretary; (iii) the Whole-Time Director; (iv) the Chief Financial Officer; & (v) such other Officer as may be prescribed under the Act and the Rules.	*"Key Managerial Personnel"*
xxvi	"Legal Representative" means a person who in law represents the estate of a deceased or incompetent member.	*"Legal Representative"*
xxvii	"Listing Agreement" means an agreement entered with the Stock Exchanges where the Company is listed	*"Listing Agreement"*
xxviii	"Managing Director" means a Director who, by virtue of these Articles or an agreement with the Company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the Company and includes a Director occupying the position of Managing Director, by whatever name called.	*"Managing Director"*
xxix	"Meeting" or "General Meeting" means a meeting of members.	*"Meeting" or "General Meeting*
xxx	"Member", in relation to a Company, means— (i) the subscriber to the memorandum of the company who shall be deemed to have agreed to become member of the company, and on its registration, shall be entered as member in its register of members; (ii) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company; (iii) every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository	*"Member"*
Xxxi	"Memorandum" means the Memorandum of Association of the Company as originally framed or as altered from time to time in pursuance of any previous Company law or of the Act.	*"Memorandum" or "MOA"*
xxxii	"Month" means calendar month.	*"Month"*
xxxiii	"National Holiday" means the day declared as national holiday by the Central Government.	*"National Holiday*
xxxiv	"RBI" means the Reserve Bank of India.	*"RBI"*
xxxv	"RBI Directions" mean applicable Directions issued by RBI from time to time.	*"RBI Directions"*
xxxvi	"Office" means the Registered Office for the time being of the Company.	*"Office"*

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xvii	"Directors" means a director appointed to the Board of the Company.	*"Directors"*
xviii	"Dividend" shall include interim dividend.	*"Dividend"*
xix	"Document" includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of the Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.	*"Document"*
xx	"Employees' Stock Option" means the option given to the Directors, Officers or employees of the Company or of its holding company or subsidiary Company or companies, if any, which gives such Directors, Officers or Employees, the benefit or right to purchase, or to subscribe for, the shares of the Company at a future date at a predetermined price.	*"Employees' Stock Option"*
xxi	"Extra-Ordinary General Meeting" means an Extra-Ordinary General Meeting of the members duly called and constituted as per the Act and any adjourned holding thereof.	*"Extra-Ordinary General Meeting"*
xxii	"Financial Statements includes: (i) a balance sheet as at the end of the financial year; (ii) a statement of profit and loss, or in the case of a company carrying on any activity not for profit, an income and expenditure account for the financial year; (iii) cash flow statement for the financial year; (iv) a statement of changes in equity, if applicable; and (v) any explanatory note annexed to, or forming part of, any document referred to in sub-clause (i) to sub-clause (iv).	*"Financial Statements"*
xxiii	"Independent Director" means an Independent Director referred to in subsection (6) of Section 149 of the Act.	*"Independent Director"*
xxiv	"Issued Capital" means such capital as the Company issues from time to time for subscription.	*"Issued Capital"*
xxv	"Key Managerial Personnel" in relation to the Company means: (i) the Chief Executive Officer or the Managing Director or the Manager; (ii) the Company Secretary; (iii) the Whole-Time Director; (iv) the Chief Financial Officer; & (v) such other Officer as may be prescribed under the Act and the Rules.	*"Key Managerial Personnel"*
xxvi	"Legal Representative" means a person who in law represents the estate of a deceased or incompetent member.	*"Legal Representative"*
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xxix	"Meeting" or "General Meeting" means a meeting of members.	*"Meeting" or "General Meeting*
xxx	"Member", in relation to a Company, means— (i) the subscriber to the memorandum of the company who shall be deemed to have agreed to become member of the company, and on its registration, shall be entered as member in its register of members; (ii) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company; (iii) every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository	*"Member"*
Xxxi	"Memorandum" means the Memorandum of Association of the Company as originally framed or as altered from time to time in pursuance of any previous Company law or of the Act.	*"Memorandum" or "MOA"*
xxxii	"Month" means calendar month.	*"Month"*
xxxiii	"National Holiday" means the day declared as national holiday by the Central Government.	*"National Holiday*
xxxiv	"RBI" means the Reserve Bank of India.	*"RBI"*
	"RBI Directions" mean applicable Directions issued by RBI from time to time.	*"RBI Directions"*

**The definition of term "The Seal"under Article 2(A)(xxxiv) omitted vide Special Resolution passed in the Annual General Meeting of the Company held on 14th September 2019*

	Articles, the Act, the Rules and other applicable laws: (a) Equity share capital: (i) with voting rights; and / or; (ii) with differential rights as to dividend, voting or otherwise (b) Preference share capital	
6	The Board or the Company as the case may be, may, in accordance with the Act and the Rules, issue further shares 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 person include the persons referred to in clause (a) or (b) above.	*Further issue of capital*
7	A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of right issue, bonus issue or in any other manner that the Board may deem fit, preferential offer, private placement, subject to and in accordance with the provisions of the Act and the Rules.	*Mode of further issue of shares*
8	Subject to the provisions of the Act, the Board shall have the power to issue or reissue preference shares of one or more classes which are liable to be redeemed, or converted into equity shares, on such terms and conditions and in such manner as may be determined by the Board in accordance with the Act and the Rules.	*Power to issue redeemable preference shares*
9	Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the Capital of the Company on payment or part payment for any property or, assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up shares, otherwise than for cash and if so issued be deemed to be fully paid up or partly paid up shares, as the case may be.	*Allotment of shares by Directors for Consideration other than cash*
10	If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the company is being wound up, be varied with the consent in writing of 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 the shares of that class or in such other manner as may be prescribed by the Act and the Rules.	*Variation of Members' rights*
11	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.	*Issue of Further shares not to affect rights of existing members*
	SHARES AND CERTIFICATES	
12	Every share in the Company shall be distinguished by its distinctive number, provided that nothing shall apply to a share held by a person whose name is entered as holder of beneficial interest in such share in the records of depository.	*Shares to be numbered progressively*
13	Any application signed by or on behalf of any applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles; and every person who thus or otherwise accepts any shares and whose name is on the Register of Members shall, for the purpose these Articles, be a member.	*Acceptance of shares*
14	The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposits, call or otherwise in respect of any shares allotted by them, shall, immediately on the inscription of the name of the allottee in the Register of Members as the holder of such shares, become a debt due to and recoverable by the company from the allottee thereof, and shall be paid by him accordingly.	*Deposit and call etc. to be a debt payable immediately*
15	Every member, or his heirs, executors or administrators or other representative, shall pay to the Company the portion of the capital represented by his share or shares, which may, for the time being, remain unpaid thereon, in such amounts, at such times or times and in such manner, as the Directors shall, from time to time, in accordance with these Articles, Act, Rules and other applicable laws, require or fix for the payment thereof.	*Liability of members*
16	Every person whose name is entered as a member in the Register of Members, shall be entitled to receive within two months from the date of allotment or within such period as the Act or Rules may prescribe after the registration of transfer or transmission or within such other period as the conditions of issue shall provide : (i) One certificate for all his shares without payment of any charges; or (ii) Several Certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board of Directors for each certificate after the first certificate.	*Issue of Certificate*
17	Company shall be allowed for subdivision/ consolidation of its share certificates	*subdivision/ consolidation of share certificates*
18	Certificate shall be issued in the form and manner prescribed in the Act, the Rules and other applicable laws.	*Form and manner of Issue of Certificate*
19	Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and to offer its further shares, debentures and other securities	*Company entitled to Dematerialize its Securities*

	for subscription in a dematerialised form.	
20	Every certificate of shares shall have its distinctive number and shall be signed by two directors or by a director and the Company Secretary and shall specify the shares to which it relates and the amount paid thereon.	*Certificate to bear Signature of requisite authority*
21	If any certificate be worn out, defaced, destroyed or lost or if there be no further space on the back thereof for endorsement of transfer, then upon production & surrender thereof to the Company, it may order the same to be cancelled, and a new certificate in lieu thereof may be issued and if any certificate is lost or destroyed, then upon proof thereof to the satisfaction of the Company and on such indemnity as the Board deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled.	*Issue of new Certificate in place of one defaced, lost or destroyed*
22	A sum as may be fixed by the Board, shall be paid to the Company for every certificate issued under above clause, provided that no fee shall be charged for issue of new certificate in replacement of those which are old, worn, decrepit out or where the pages on the reverse for recording transfers have been fully utilised.	*Fees*
23	Every endorsement upon the certificate of any share in favour of any transferee thereof shall be signed by such person for the time being authorised by the Board in that behalf.	*Endorsement on Certificate*
24	The provisions of the forgoing Articles relating to issue of Certificate shall mutatis mutandis apply to issue of Certificate for any other Securities including debentures (except where the Act otherwise requires) of the Company.	*Provisions as to issue of Certificate to apply mutatis mutandis to other Securities*
25	The company may exercise the powers of paying commissions, conferred by the Act, to any person in consideration of his subscribing, or agreeing to subscribe (whether absolutely or conditionally) to its securities, provided that the rate percent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.	*Commission for placing shares*
26	The rate or amount of the commission shall not exceed the rate or amount prescribed in the Act and the Rules.	*Rate of Commission in accordance with the Rules*
27	Company shall not pay any commission to any underwriter on securities which are not offered to public for subscription	*No Commission on Securities not offered to Public*
28	Nothing in this clause shall affect the power of the Company to pay such brokerage, in connection with subscription to its securities, as it may consider reasonable.	*Power to pay Brokerage*
29	The commission may be paid or satisfied (subject to the provisions of the Act and these Articles) in cash or in share, debentures or debenture stock of the Company, (whether fully paid or otherwise) or in any combination thereof.	*Mode of Payment of commission*
	CALLS	
30	The Board may, from time to time, make calls upon the Members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.	*Board may make calls*
31	Each Member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.	*Notice of call*
32	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more Members as the Board may deem appropriate in any circumstance.	*Board may extend time for payment of any call*
33	A call may be revoked or postponed at the discretion of the Board.	*Revocation or postponement of call*
34	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.	*Call to take effect from date of resolution*
35	All calls shall be made on a uniform basis on all shares falling under the same class. Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.	*Call on shares of same class to be on uniform basis*
36	If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate as may be fixed by the Board.	*Calls to carry interest*
37	The Board shall be at liberty to waive payment of any such interest wholly or in part.	*Board may waive Interest*
38	If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person, who for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.	*Installment on shares to be duly paid*
39	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.	*Sums deemed to be calls*
40	In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.	*Effect of non-payment of sums*
41	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 thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member in respect of any share either by way of principal or interest	*Partial payment not to preclude forfeiture*

**Article 20 substituted vide Special Resolution passed in the Annual General Meeting of the Company held on 14th September 2019*

	nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as provided in the Articles.	
42	The Board may, if they thinks fit, receive from any member willing to advance the same, all or part of the monies uncalled and unpaid upon any shares held by him; and upon all or any of the moneys 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. 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.	*Payment in anticipation of calls may carry interest*
43	The provisions of these Articles relating to calls shall mutatis mutandis apply to other securities including debentures of the Company.	*Provisions as to calls to apply mutatis mutandis to debentures, etc.*
	JOINT HOLDERS	
44	Where two or more persons are registered as holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint-holders with benefits of survivor ship subject to the following and other provisions contained in the Articles.	*Joint holders*
45	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.	*Liability of Joint-holders*
46	If any share stands in the names of two or more person, the person first named in the register shall as regards receipt of share certificates, dividends or bonus or service or notice and all or any other matter connected with the company, except voting at meeting and the transfer of the shares be deemed the sole holder thereof but the joint holders of a share shall be severally as well as jointly for the payment of all installments and calls due in respect of such share and for all incidents thereof according to the Company's regulations.	*Delivery of certificate and giving of notice to first named holder*
47	In the case of death any one or more of the persons named in the register or members as the joint holders of any share, the survivors shall be the only persons recognized by the company as having any title to or interest in such share, but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the state of a deceased joint-holder from any liability on shares held by him jointly with any other person.	*Death of one or more joint holders of share*
48	Any one of two or more joint holders of a share may give effectual receipts of any dividends, bonuses or other monies payable in respect of such share.	*Receipt of one holder sufficient*
49	The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.	*Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.*
	FORFEITURE AND LIEN	
50	If any members fails to pay any call or installment of a call or any money due in respect of any share on the day appointed for the payment thereof, the Board may at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such member requiring him to pay so much of the call or installment or other money as is unpaid, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.	*If money payable on share notpaid, notice to be given to Member*
51	The notice shall name a day (not being earlier than the expiry of fourteen days from the date of service of notice) on or before which call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment of at or before the time and at the place appointed, the shares in respect of which such call was made or installment is payable will be liable to forfeited.	*Form of notice*
52	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.	*If notice not complied with shares may be forfeited*
53	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.	*Receipt of part amount or grant of indulgence not to affect forfeiture*
54	The Company may receive the consideration, if any, given for the share(s) on any sale, re-allotment or disposal thereof and may execute a transfer of share in favour of the person to whom the share is/are sold or disposed off.	*Consideration for forfeiture and transfer of forfeited share*
55	The transferee shall thereupon be registered as the holder of the share; and	*Transferee to be registered as holder*
56	The transferee shall not be bound to see the application of the purchase money, if any, nor shall his title to the share(s) be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of share(s).	*Transferee not affected*

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57	When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof shall forthwith be made in the Register of member but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or to make such entry as aforesaid.	*Entry of forfeiture in Register of Member*
58	Any share so forfeited shall be deemed to be property of the Company and the directors may sell, re-allot or otherwise dispose of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.	*Forfeited share to become property of the company and may be sold etc.*
59	At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	*Cancellation of Forfeiture*
60	A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay and shall pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the moneys due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.	*Member still liable to pay money owing at the time of forfeiture*
61	The liability of such person shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.	*Cessation of liability*
62	The forfeiture of a share shall involve the extinction of all interest in and also of all claims 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 Articles are expressly saved.	*Effect of forfeiture*
63	A duly verified declaration in writing that the declarant is a director, Manager or secretary of the Company and that shares in the Company have 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 shares.	*Certificate of forfeiture*
64	Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold and after his name has been entered the Register of Members in respect of such shares, the validity of the sale shall not be impeached by any person.	*Validity of sale*
65	The Company shall have a first and paramount lien :- (i) on every share (not being a fully paid share), for all moneys (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (ii) on all shares (not being fully paid shares) standing registered in the name of a Member, for all monies presently payable by him or his estate to the Company: Provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.	*Company's lien on shares*
66	The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.	*Lien to extend to Dividends, Bonus etc.*
67	Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.	*Waiver of Lien*
68	The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien: Provided that no sale shall be made:- (i) unless a sum in respect of which the lien exists is presently payable; (ii) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency or otherwise.	*As to enforcing lien by sale*
69	To give effect to any such sale, the Board may authorize such person to transfer the shares sold to the purchaser thereof.	*Validity of sale*
70	The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share comprised in any such transfer.	*Validity of the Company's receipt*
71	The purchaser shall be registered as the holder of the shares comprised in any such transfer.	*Purchaser to be registered holder*
72	The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.	*Purchaser not affected*
73	In exercising the 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 any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.	*Outsider's Lien not to affect Company's Lien*
74	The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures issued by the Company from time to time.	*Provisions as to lien to apply mutatis mutandis*

		to debentures, etc.
75	The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and residue, if any, shall (subject to like lien for sums not presently payable, as existed upon the share before the sale) be paid to the person entitled to the shares at the date of the sale.	*Application of proceeds of sale*
76	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respects of the relative share shall (unless the same shall on demand by the company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Board shall be entitled to issue duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	*Cancellation of old Certificate and issue of new certificate*
77	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 same on such terms as it may think fit.	*Surrender of share*
78	The provisions of these Articles as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.	*Sums deemed to be calls*
79	The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.	*Provisions as to forfeiture of shares to apply mutatis mutandis to debentures etc.*
	TRANSFER AND TRANSMISSION OF SHARES	
80	a. The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee. b. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. PROVIDED THAT registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.	*Instrument of transfer to be executed by transferor and transferee*
81	The Company shall use common form of transfer in all cases.	*Common form of Transfer*
82	The Board may, subject to the right of appeal conferred by the Act 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.	*Decline to Register*
83	In case of shares held in physical form, The Board may decline to recognize any instrument of transfer unless— (a) the instrument of transfer is duly executed and is in the form as prescribed in rules made 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.	*Board may decline to recognize instrument of transfer*
84	On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.	*Transfer of shares when suspended*
85	The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.	*Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.*
86	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.	*Title to shares on death of a Member*
87	Nothing in clause mentioned above shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.	*Estate of deceased member liable*
88	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.	*Transmission*
89	The Board shall, in either case, have the same right to decline or suspend registration as received from such legal heir as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.	*Board's right unaffected*
90	The Company shall be fully indemnified by such legal heir, from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.	*Indemnity to the Company*

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91	If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.	*Right to election of holder of Share*
92	If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.	*Manner of testifying election*
93	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.	*Limitations applicable to notice*
94	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.	*Claimant to be entitled to same advantage*
95	The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.	*Provisions as to transmission to apply mutatis mutandis to debentures, etc.*
96	No fee shall be payable to the Company in respect of the transfer or transmission of any shares in the Company.	*No fees for transfer of transmission*
	ALTERATION OF SHARE CAPITAL	
97	Subject to the provisions of the Act, the company may, by ordinary resolution,— (a) 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; (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (c) 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. (d) 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.	*Company may alter its Capital in certain ways*
98	Where shares are converted into stock- a. the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum, but with full power, nevertheless, at the discretion to waive such rules in any particular case. b. Notice of such conversion of shares into stock or reconversion of stock into shares shall be filed with the Registrar of Companies as provided in the Act.	*Transfer of Stock*
99	The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. Such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stockholder" respectively.	*Rights of stock-holders*
	REDUCTION OF CAPITAL	
100	The Company may by resolution, as prescribed by the Act and the Rules, reduce its capital in the manner and in accordance with the provisions of the Act : (i) Its share capital ; and/or (ii) Any capital redemption reserve account; and/or (iii) Any securities premium account ; and/or (iv) Any other reserve in the nature of capital ; and/or	*Reduction of capital*
101	Whenever any preference shares are issued by the Company which are or at the option of the Company are liable to be redeemed, the same shall be redeemed in accordance with the provisions of Section 55 of the Act and the Rules made thereunder.	*Provisions relating to the redemption of preference shares*
	BORROWING POWERS	
102	Subject to the provision of the Act and these Articles and subject to the approval of members, the Board may from time to time at its discretion, by a resolution passed at a meeting of the Board, accept deposits from members, either in advance of calls or otherwise and rise or borrow or secure the payment of any sum or sum of money for the Company.	*Power to Borrow*
103	The payment or repayment of money so borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respect as the Board may	*The payment or repayment of money*

	think fit and in particular by a resolution passed at meeting of the Board or by a circular resolution by the issue of debentures or debenture-stock of the Company (both present and future) including its uncalled capital for the time being and debentures, debenture-stock and other securities may be made assignable free any equities between the Company and person to whom the same may be issued.	*borrowed*
	ISSUE OF DEBENTURES	
104	Any debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges or conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of directors and otherwise.	*Issue of debentures*
	GENERAL MEETINGS	
105	Subject to the provisions of the Act, an Annual General Meeting of the Members of the Company shall be held every year within six months from the date of closing of each financial year, provided that not more than 15 months shall elapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon by the Registrar under the provisions of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called during business hours, that is, between such time as prescribed in the Act, on any day that is not a National Holiday and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situate.	*Annual General Meeting*
106	All General Meetings other than Annual General Meeting shall be called Extra Ordinary General Meeting.	*Extra Ordinary General Meeting*
107	The Board may, whenever it thinks fit, call an Extra Ordinary General Meeting. The Company can pass any resolution permitted by the Act through Postal Ballot and such resolution(s) shall be deemed to have been duly passed at a General Meeting convened in that behalf on the date of announcement of results of Postal Ballot.	*Power of Board to call Extraordinary General Meeting and conduct Postal Ballot*
108	To every such separate meeting, the provisions of these Articles relating to General Meetings shall *mutatis mutandis* apply.	*Provisions as to General Meetings to apply mutatis mutandis to each Meeting*
109	A General Meeting of the Company may be called by giving not less than clear twenty one day's notice in writing or through electronic mode, however, a General Meeting may be called after giving a shorter notice if consent is given in writing or by electronic mode by not less than ninety five percent of the members entitled to vote at such meeting. Provided that where any members of the Company are entitled to vote only on some resolution or resolutions to be moved at meeting and not on others, those members shall be taken into account for the purposes of this clause in respect of the former resolution or resolutions and not in respect of the latter.	*Length of Notice for calling meeting*
110	Such notice shall be given to – (i) Every member of the Company, legal representative of any deceased Member or the assignee of an insolvent Member; (ii) Every Director of the Company, (iii)Auditor or Auditors of the Company; or (iv)Any other person as may be specified in the Act and rules made thereunder	*To whom notice to be Given*
111	In the case of an Annual General meeting all the business to be transacted at the meeting shall be deemed special with the exception of business relating to: (i) the consideration of Financial Statements (including the consolidated financial statements, if applicable) and the Reports of the Board of Directors and Auditors, (ii) the declaration of dividend, (iii) the appointment of directors on place of those retiring, (iv) the appointment of and fixing of the remuneration of the Auditors In the case of any other meeting all business shall be deemed as special business.	*Business to be transacted at meetings*
112	The accidental omission to give any such notice to or the non receipt of notice by any of the members or persons entitled to receive the same shall not invalidate the proceedings at any such meetings.	*As to omission to give notice*
113	In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy or where there is allowed one or more proxies, to attend and vote instead of himself and that a proxy need not be a member.	*Proxy*
114	Where any items of business to be transacted at the meeting are deemed to be Special there shall be annexed to the notice of the meeting a statement as specified under section 102 of the Act, read with respective rules made there under.	*Explanatory Statements*
115	Upon a requisition of members complying with the provisions of Section 111 of the Act, the Directors shall comply with the obligations of the Company under the said Act relating to circulation of members' resolutions and statements	*Circulation of members resolutions*
116	A certificate in writing, signed by the Secretary or by a Director or some officer or agent appointed by the Board for the purpose, to the effect that according to the best of its belief the notices convening the meeting have been duly given shall be prima facie evidence thereof.	*Certificate conclusive as to Meeting having been duly called*
117	Save as otherwise provided herein, the quorum for the general meetings shall be as provided in the Act.	*Quorum at General Meeting*

118	No business shall be discussed or transacted at any General Meeting except election of Chairperson whilst the chair is vacant.	*Business confined to election of Chairperson whilst chair vacant*
119	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company	*CHAIRPERSON*
120	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.	*Directors to elect a Chairperson*
121	If at any general meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the general meeting, the members present shall choose one of their members to be Chairperson of the general meeting.	*Members to elect a Chairperson*
122	On any business at any General Meeting, in case of equality of votes, whether on a show of hands or electronically or on a poll, Chairperson shall have a second or casting vote.	*Chairman's casting vote*
123	The Board, and also any person(s) authorized 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 such 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 right to attend and participate in the meeting shall be subject to such decision	*Powers to arrange security at meeting*
	ADJOURNMENT	
124	The Chairperson may, as per the provisions of the Act, adjourn the meeting from time to time and from place to place and shall adjourn the meeting, if required, in accordance with the Act.	*Chairperson may adjourn the meeting*
125	If, within half an hour from the time appointed for holding the meeting, a quorum of members is not present, the meeting if convened by or upon requisition of members shall be dissolved, but in any other case it shall stand adjourned pursuant to the provisions of subsection (2) of section 103 of the Act.	*Adjournment of meeting when quorum not present*
126	No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.	*Business at adjourned meeting*
127	When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting	*Notice of adjourned meeting*
128	Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.	*Notice of adjourned meeting not required*
129	In case at the adjourned meeting also, quorum is not present within half-an-hour from the time appointed for holding meeting, the members present shall be the quorum and may transact the business and decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place, if a quorum had been present.	*Quorum for the adjourned Meeting.*
	VOTING RIGHTS	
130	A Member may exercise his vote at a meeting by electronic means in accordance with the provisions of the Act and the Rules or voting through poll or by show of hands and he shall be entitled to vote only through one mode.	*Voting*
131	Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.	*Equal rights of members*
132	Subject and without prejudice to any special privileges or restrictions or conditions for the time being attached to or affecting the preference or other special classes of shares, if any, issued by and for the time being forming part of the capital of the Company every member, entitled to vote under the provisions of these presents and not disqualified shall on a show of hands have one vote and upon a poll every member, present in person or proxy or agent duly authorised by a power-of-attorney or representative duly authorised and not disqualified, shall have voting rights in proportion to his share of the paid-up equity share capital of the Company subject however to any limits imposed by law. But no member shall have voting right in respect of any moneys paid in advance.	*Number of votes to which member is entitled*
133	Any one of two or more joint holders may vote at any meeting either personally or by an agent duly authorised under a power of 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 than one of such persons so present whose name stands first or higher (as the case may be) on the Register of Members in respect of such share or security shall alone be entitled to vote in respect thereof. Provided always that a person present at any meeting personally shall be entitled to vote in preference to a person, present by an agent, duly authorised under a power of attorney or by proxy although the name of such persons present by an agent or proxy stands first in the Register of Members in respect of such shares. Several executors of a deceased member in whose (deceased member's) sole name any share or security stands shall for the purpose of this sub- clause be deemed joint holders.	*Votes of Joint holder*
134	No member shall be entitled to exercise any voting right on any question either personally or by proxy or upon poll (including voting by electronic means) 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 or has exercised any right of lien.	*Indebted members not to vote*
135	Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting	*Votes in respect of shares of deceased or*

	in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.	*insolvent members, etc.*
136	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.	*Voting by electronic means*
137	A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.	*Restriction on exercise of voting rights in other cases to be void*
138	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 at a poll, by his committee or other legal guardian, and not otherwise, 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 casted by his guardian.	*Vote of person of unsound mind and of minor*
139	A Member being a Body Corporate (whether a company within the meaning of the said Act or not) may by resolution of its Board of Directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, or at any meeting of any class of members of the Company. A person authorised by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the Body Corporate which he represents as that body could exercise if it were a member.	*Representation of corporations*
140	No member not personally present shall be entitled to vote on a show of hands unless such member is a Body Corporate and duly represented under Section 113 of the Act in which case such representative may vote on a show of hands as if he were a member of the Company.	*No voting by proxy on show of hands*
141	Any member entitled to attend and vote at a general meeting of the Company ma y do so either personally or through his constituted attorney or through another person (whether a member or not) as his proxy as per the provisions of the Act, to attend and vote instead of himself but a proxy so appointed shall not have any right to speak at the meeting and shall not be entitled to vote except on a poll. The instrument appointing a proxy whether for a specified meeting or otherwise shall be in Form as prescribed in the Act and the relevant Rules. The instrument appointing a proxy and power-of-attorney or other authority (if any) under which it is signed or a notarized copy of that power of attorney, shall have been deposited at the Registered Office of the Company not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the persons named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.	*Instrument of Proxy and Rights of Proxy*
142	a. Vote given in pursuance of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or any power-of-attorney under which such proxy was signed or the transfer of the shares in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received at the Registered Office of the Company before the commencement of meeting or adjourned meeting at which the proxy is used. b. In case of e-voting, a Member shall be deemed to have exercised his voting rights by himself, even if any other person had voted using the login credentials of that Member. c. No objection shall be made to the validity of any vote except at the meeting or adjourned meeting or poll at which such vote shall be tendered and every vote whether given personally or by proxy, and not disallowed at such meeting or poll, shall be deemed valid for all purposes of such meeting or poll whatsoever.	*Validity of Vote casted by the Proxy*
143	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.	*Business may proceed pending poll*
144	A declaration of result by the Chairman on electronic voting, poll or show of hands (if any) that a resolution has or has not been carried or has or has not been carried either unanimously or by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number of proportion of the votes cast in favour of or against such resolution.	*Chairman's declaration of result of voting by electronic means, poll or by show of hands (if any) conclusive*
145	On a poll taken at a meeting of the Company, a member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, use all his votes, or cast in the same way all the votes he uses.	*Casting of votes by a member entitled to more than one votes*
	DIRECTORS	
146	Until otherwise determined by the members of the Company through special resolution, and subject to the provisions of Section 149 of the Act, the number of Directors shall not be less than three or more than fifteen.	*Number of Directors*
147	Not less than two-thirds of the total number of Directors of the Company shall be persons whose period of office is liable to determination by retirement of Directors by rotation; and save as otherwise expressly provided in the Act; be appointed by the Company in General Meeting. Explanation:- for the purposes of this Article "total number of Directors" shall not include Independent Director, whether appointed under the Act or any other law for the time being in force on the Board of the Company.	*Rotation of Directors*
148	a. Subject to the provisions of Section 152 of the Act at every Annual General Meeting, one-third of such of Rotational Directors for the time being, as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number	*Provision regarding Directors retiring by rotation*

	nearest to one-third, shall retire from office. b. The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot. A retiring Director shall be eligible for re- election. c. At the Annual General Meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto. d. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a National Holiday, till the next succeeding day which is not a holiday, at the same time and place. e. If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting unless (i) at the meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost; (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed; (iii) he is not qualified or is disqualified for appointment; (iv) a resolution, whether special or ordinary, is required for his appointment or re-appointment by virtue of any provisions of the said Act; or (v) Section 162 of the Act is applicable to the case.	
149	A person who is not a retiring Director shall subject to the provisions of the Act, be eligible for appointment to the Office of Director at any General Meeting, if he or some member intending to propose him has, not less than fourteen days before the meeting, left at the Registered Office of the Company a notice in writing under his hand signifying his candidature for the office of Directors or as the case may be, the intention of such Member to propose him as a candidate for the office, along with deposit of one lakh rupees or such other amount as may be specified in the Act and relevant Rules. The amount so deposited shall be refunded to such person or, as the case may be, to the Member, if the person proposed gets elected as a Director or gets more than 25% of total valid votes cast either on show of hands or on poll or by any electronic mode on such resolution.	*Notice of candidature when to be given*
150	The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.	*Same individual may be appointed as Chairperson and Managing Director /Chief Executive Officer*
151	The Board shall consist of at least such number of Independent Directors as are statutorily required and such Directors shall possess such qualification as may be prescribed under the Act and shall be appointed for such tenure as prescribed by the Act and the Rules and they shall not be liable to retire by rotation and shall be paid, apart from sitting fees as referred in this Article, such remuneration as may be decided by Board of Directors in accordance with the approval granted by the Members in General Meeting. Independent Director shall not be entitled to any stock options.	*Independent Director*
152	The Directors shall have power, at any time and from time to time, to appoint any person other than a person who fails to get appointed as a director in a general meeting, as an additional director at any time. Each such Additional Director shall hold office only up to the date of the next Annual General Meeting, or the last date on which the annual general meeting should have been held, whichever is earlier, but shall be eligible for appointment by the Company at that meeting as a Director as per the provisions of the Act and the rules made thereunder.	*Directors may appoint Additional Directors*
153	Whenever the Company enters into an agreement or contract with the Central or State Government, a local authority, bank or any financial Institutions, or any person or persons or any body corporate (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for underwriting shares or debentures or other securities of the Company, the Board shall have, subject to the provisions of Section 152 and 161 of the Act, the power to agree that such appointer shall have it and to the extent provided by the terms of such agreement or contract the right to appoint or nominate, by a notice in writing addressed to the Company, one or more Directors on the Board, for such period and upon such conditions as may be mentioned in the agreement or contract. The Board may also agree that any such Director or Directors may be removed from time to time by the appointer entitled to appoint or nominate them and the appointer, may appoint another or others in his or their place and also fill any vacancy which may occur as a result or any Director or Directors appointed or nominated under this Articles shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the other Directors of the Company, including payment of remuneration and traveling expenses to such Director or Directors as may be agreed by the Company with the appointer. A Director appointed under this Article is herein referred as "Nominee Director" and the term "Nominee Director" means any director for time being in office under this Article.	*Nominee Director*

154	a. The Board of Directors may appoint a person, not being a person holding any alternate directorship for any other Director in the Company, as an Alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from India. b. No person shall be appointed as an alternate director for an Independent Director unless he is qualified to be appointed as an Independent Director as per the provisions of the Act. c. An Alternate Director shall be entitled to notice of meetings of the Directors, and to attend and vote thereat accordingly. d. An Alternate Director shall not hold office for a period longer than that permissible to the original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to India. e. If the term of office of the Original Director is determined before he so returns to India as aforesaid any provision for the automatic re- appointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director.	*Appointment of Alternate Director and Vacating of Office*
155	a. If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board. b. The Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it has not been vacated as aforesaid.	*Filling up of casual vacancies*
156	The Company shall arrange to maintain Register of Directors, Key Managerial Personnel, containing the particulars and in the form and manner as prescribed by the Act. It shall be the duty of every Director and other persons regarding whom particulars have to be maintained in such Registers to disclose to the Company any matters relating to himself as may be necessary to comply with the provisions of the Act.	*Register of Directors etc. and of Directors Shareholdings*
157	The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.	*Remuneration of Directors*
158	The remuneration payable to the directors, including any managing director or whole time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by a resolution passed by the Company in general meeting as prescribed under the Act.	*Remuneration to require members' consent*
159	The Board may from time to time fix the sitting fee to be paid to Directors or any Committee/s of Board of Directors thereof not exceeding such amount as is permissible under the Act and Rules made thereunder, for attending the meeting .	*Sitting fees to the Directors*
160	If any Director be called upon to perform extra services or special exertion or efforts (which expression shall include work done by a Director as member of any committee formed by the Directors) the Board may, subject to the provisions of the Act and Rules, arrange with such Directors for such special remuneration for such extra services or special exertions or either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration above provided.	*Remuneration for extra services rendered by the Director.*
161	The Board of Directors may allow and pay to the Directors, travelling, hotel and other expenses properly incurred in connection with the business of the Company and in attending and returning from the meeting(s) of the Board or Committee thereof or general meeting of the Company.	*Expenses to be reimbursed*
162	a. At a General Meeting of the Company a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution, unless a proposal to move such a resolution has first been agreed to by the meeting without any vote being given against it. b. A resolution moved in contravention of clause (a) above shall be void, whether or not objection was taken at the time to its being so moved;	*Appointment of Directors to be voted on individually*
163	The Company may by an ordinary resolution remove any Director (not being a Director appointed by the Tribunal in pursuance of Section 242 of the Act) in accordance with the provisions of Section 169 of the Act. A Director so removed shall not be re- appointed as a Director by the Board of Directors.	*Removal of Director*
	PROCEEDING OF DIRECTORS MEETING	
164	A minimum number of four meetings of the Directors shall have been held in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board. The Directors may meet together for the conduct of business, adjourn and otherwise regulate their meeting and proceedings, as they think fit, subject to the provisions of the Act.	*Meeting of Board*
165	The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.	*Who may summon Board meeting*
166	The Board of Directors or any committee of the Board of Directors thereof shall be entitled to hold its meeting through video conferencing or audio visual means or other permitted means and in conducting the Board/Committee meetings through such video conferencing or audio visual or other permitted means the procedures and the precautions as laid down in the Act and the relevant Rules shall be adhered to with regard to every meeting conducted through video conferencing or audio visual means or other permitted means. The scheduled venue of the meetings shall be in India, shall be deemed to be the place of the said meeting and all recordings of the proceedings at the meeting shall be deemed to be made at such place.	*Meeting through video conferencing*
167	Subject to provisions of Section 173 (3) of the Act, notice of not less than seven days of every meeting of the Board of Directors of the Company shall be given in writing to every Director at his address registered with the company and shall be sent by hand	*Notice of Meetings*

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	delivery or by post or through electronic means. The meeting of the Board may be called at a shorter notice to transact urgent business subject to the condition that at least one Independent Director of the Company shall be present at the meeting. In the event, any Independent Director is not present at the meeting called at shorter notice, the decision taken at such meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one Independent Director.	
168	The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one third being rounded off as one), or two directors whichever is higher and the directors participating by video conferencing or by other permitted means shall also be counted for the purposes of this Article. Provided that where at any time the number of interested Directors exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of the Directors who are not interested, being not less than two, shall be the quorum during such time. Explanation: The expressions "interested Director" shall have the meanings given in Section 184(2) of the Act and the expression "total strength" shall have the meaning as given in Section 174 of the Act	*Quorum for Meetings*
169	The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below three, the continuing Directors may act for the purpose of increasing the number of Directors to the said number, or of summoning a General Meeting of the Company, but for no other purpose.	*Directors may act notwithstanding vacancy*
170	If a meeting of the Board could not be held for want of a quorum then the meeting shall automatically stand adjourned to the same day in the next week, at the same time and place, or if that day is a National Holiday, till the next succeeding day which is not a National Holiday at the same time and place.	*Procedure of meeting adjourned for want of Quorum*
171	The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.	*Who to preside at meetings of the Board*
172	If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of them to be Chairperson of the meeting.	*Directors to elect a Chairperson*
173	Questions arising at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes, the Chairperson thereat shall have a second or casting vote.	*Question at Board Meeting how decided*
174	Subject to the provisions of the Act, the Directors may delegate any of their powers, other than powers which by reason of the provisions of the said Act cannot be delegated, to committees consisting of such member or members of their body as they may think fit, and they may from time to time revoke and discharge any such Committee either wholly or in part, and either as to persons or purposes. Every Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors, and all acts done by any such Committee in conformity with such regulations and in fulfillment of the purpose of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.	*Board may constitute Committees*
175	A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.	*Chairperson of Committee*
176	If no such Chairperson is elected, or if at any committee meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the committee meeting.	*Who to preside at meetings of Committee*
177	A Committee may meet and adjourn as it thinks fit.	*Committee to meet*
178	Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present	*Questions at Committee meeting how decided*
179	In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.	*Casting vote of Chairperson at Committee meeting*
180	A resolution not being a resolution required by the said Act or otherwise to be passed at a meeting of the Directors, may be passed without any meeting of the Directors or of a committee of Directors provided that the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee as the case may be, at their addresses registered with the Company in India, by hand delivery or by post or courier or through electronic means as permissible under the relevant act and rules made thereunder and has been approved, in writing, signed whether manually or by secured electronic mode, by a majority of the members of Board of Directors or of a committee thereof, as are entitled to vote on the resolution(s).	*Resolutions by circulation*
181	All acts done in any meeting of the Board of Directors or of a committee thereof or by any person as a Director shall be valid, notwithstanding that it may be afterwards discovered that appointment of anyone or more of the Directors was invalid by reason of any defect or disqualification or had terminated by virtue of any provision contained in the said Act or in these Articles. Provided that this Article shall not give validity to acts done by a Director after his appointment has been shown to the company to be invalid or to have terminated.	*Validity of acts of Directors*
182	The Directors shall cause minutes to be duly entered in a book or books provided for the purpose in accordance with these presents and section 118 of the Act.	*Minutes of proceedings of the Board and the Committee to be Valid*
	APPOINTMENT OF CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY AND CHIEF FINANCIAL OFFICER	
183	In accordance with the provisions of the Act and the Rules, the Company shall have Key Managerial Personnel as mentioned in the Act.	*Key Managerial Personnel*

184	Subject to the provisions of the Act,— (i) A chief executive officer or manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit; and any chief executive officer or manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer. (iii) The Board may designate Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer, so appointed as the Key Managerial Personal of the Company.	*Appointment of Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer*
	POWERS OF DIRECTOR	
185	a. Subject to the provisions of Section 135, 179, 180, 181, 182, 183, 184, 185, 186, 188 and 203 of the Act, and these articles, the Board of Directors of the Company shall be entitled to exercise all such powers, give all such consents, make all such arrangements, be nearly do all such and things as the Company is authorized to exercise and do. Provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act, or any other Act or by the Memorandum of Association of the Company or these articles or otherwise, to be exercised or done by the Company in general meeting. Provided further that in exercising any such power or doing any such act or thing the Board shall be subject to the provisions contained in this behalf in Act or in any other Act or in the Memorandum of Association or in any regulations not inconsistent therewith and duly made there under including regulations made by the Company in general meeting. b. No regulation made by the Company in General Meeting shall invalidate any prior act of the Board, which would have been valid, if that regulation had not been made.	*General Power of the Board*
186	Save as provided by the Act or by these presents and subject to the restrictions imposed by Section 179 of the Act, the Board may delegate all or any powers by the said Act or by the Memorandum of Association or by these presents reposed in them to any of its committee of directors the managing director, the manager or any other officer of the company.	*Power to delegate*
	MANAGING DIRECTORS	
187	Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint, from time to time, any of its member as a Managing Director or Joint Managing Director, Whole Time Director, Manager or Chief Executive Officer of the Company, either for a fixed term, or without any limitation as to the period for which he or they is or are to hold such office but in any case not exceeding 5 (Five) years at a time and upon such terms and conditions as the Board thinks fit, and subject to the provisions of these Articles, the Board may, by resolution, vest in such Managing Director or Joint Managing Director, Whole Time Director, Manager or Chief Executive Officer of the Company such of the powers hereby vested in the Board generally, as it thinks fit, and such powers may be made exercisable for such period or periods; and upon such conditions and subject to such restrictions, as it may determine. The remuneration of a Managing Director, Joint Managing Director Whole Time Director, Manager or Chief Executive Officer may be by way of salary and/or allowances, commission or participation in profits or perquisites of any kind, nature or description, or by any or all of these modes, or by any other mode(s) not expressly prohibited by the Act or the Rules made thereunder, or any notification or circular issued under the Act.	*Powers to appoint Managing Directors*
188	The Board may from time to time entrust to the confer upon the Managing Director or whole-time Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think fit, and they may confer such powers, either collaterally with or to the exclusion of an in substitution for all or any of the powers of the directors in. that behind and may from time to time revoke, withdraw, alter or very all or any such powers, unless and until otherwise determined that a Managing Director may exercise all the powers exercisable by the Directors, save such powers as by the Act or by these Articles shall be exercisable by the Directors themselves.	*Powers of Managing Director*
	OMITTED	
189	Omitted	*Omitted*
	DIVIDENDS AND RESERVE	
190	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	*Declaration of dividends*
191	Subject to the provisions of the Act the Board may from time to time pay to the members such interim dividends as in their judgments the position of the Company justifies.	*Interim dividend*
192	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	*Dividends only to be paid out of profits*

***Article 189 omitted vide Special Resolution passed in the Annual General Meeting of the Company held on 14th September 2019*

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	Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.	
193	The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.	*Carry forward of profits*
194	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.	*Division of profits*
195	No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.	*Payments in advance*
196	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.	*Dividends to be apportioned*
197	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.	*No member to receive dividend whilst indebted to the Company and Company's right to reimbursement there from*
198	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.	*Retention of dividends*
199	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.	*Dividend how remitted*
200	Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.	*Instrument of payment*
201	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.	*Discharge to Company*
202	No dividend shall bear interest against the Company.	*No interest on dividends*
203	The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.	*Waiver of dividends*
204	There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law;	*Unclaimed Dividend*
	CAPITALISATION OF PROFITS	
205	The company in general meeting may, 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 profit and loss account, or otherwise available for distribution; in terms of the provisions of the Act and the Rules; and (b) that such sum be accordingly set free for distribution in the manner specified in clause 201 amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.	*Capitalization*
206	The sum aforesaid shall not be paid in cash but shall be applied, 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 Article, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares; (E) The Board shall give effect to the resolution passed by the company in pursuance of this article.	*Sum how applied*
207	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.	*Powers of the Board for Capitalization*

208	The Board shall have power— (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and (b) to 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 capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;	*Board's power to issue fractional Certificate /coupon etc.*
209	Any agreement made under such authority shall be effective and binding on such members.	*Agreement binding on members*
	BUY BACK OF SHARES	
210	Notwithstanding what is stated in these Articles, in the event it is permitted by the Act and rules there under and subject to such conditions, approvals or consents as may be laid down for the purpose, the Company shall have the power to buy-back its own shares or other specified securities, whether or not there is any consequent reduction of Capital. If and to the extent permitted by Act, the Company shall also have the power to re-issue the shares or other specified securities so bought back.	*Buy Back of Shares*
211	Except as provided by the Act, the Company shall not, except by reduction of capital under the provisions of the Act, buy its own shares nor give, whether directly or indirectly, and whether by means of a loan, guarantee, provision of security or otherwise any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company. Provided that nothing in this Article shall be taken to prohibit: (i) the provision of money in accordance with any scheme approved by the Company through Special Resolution and in accordance with the requirements specified in the Act and relevant Rules, for the purchase of, or subscription for, fully paid up Shares in the Company or its Holding Company or otherwise as prescribed under the Act and Rules, if the purchase of, or the subscription for the Shares held by trustees for the benefit of the employees or such Shares held by the employee of the Company; (ii) the giving of loans by the Company to persons in the employment of the Company other than its Directors or Key Managerial Personnel, for an amount not exceeding their salary or wages for a period of six months with a view to enabling them to purchase or subscribe for fully paid up Shares in the Company or its Holding Company or otherwise as prescribed under the Act and Rules to be held by them by way of beneficial ownership. Nothing in this Article shall affect the right of the Company to redeem any preference shares issued under this Act or under any previous Companies Act.	*Company not to give financial assistance for purchase of its own shares*
	ACCOUNTS AND AUDIT	
212	The Company shall maintain such books of accounts and other books and papers as prescribed under the provisions of the Act and the Rules. Such books of accounts and papers shall be kept at such place as prescribed under the Act or as the Board of Directors think fit, subject to compliance with the applicable provisions of the Act.	*Books of Account*
213	The books of accounts and other books and papers shall be open to inspection of Directors as per the provisions of the Act and the Rules.	*Inspection by Directors*
214	No member (not being a Director) shall have any right of inspecting any books of account or other books or document or papers of the Company except as conferred by law or authorised by the Board.	*Inspection by members*
215	Subject to the provisions of the Act, at every Annual General Meeting of the Company the Directors shall lay before the Members of the Company, a Financial Statements for each financial year.	*Financial Statements to be laid before the member*
216	The Financial Statements shall give a true and fair view of the state of affairs of the Company at the end of the period of the account. Financial Statements shall comply with the provisions of Section 129 and 133 of the Act.	*Contents of Financial Statements*
217	a. Financial Statement shall be signed in accordance with the provisions of section 134 of the Act. b. The Directors shall make out and attach to every Balance Sheet laid before the Company in General Meeting a Report of the Board of Directors which shall comply with the requirements of and shall be signed in the manner provided by Section 134 of the Act.	*Financial Statements how to be signed*
218	a. A copy of every Financial Statements (including consolidated Financial Statements if any, the Auditors' Report and every other document required by law to be annexed or attached, as the case may be, to the Financial Statement) which is to be laid before the Company in General Meeting shall not less than twenty one days before the date of meeting be sent, in such manner as may be prescribed by act, to the persons as authorized to receive a copy thereof under the Act. b. If the copies of the documents aforesaid are sent less than twenty one days before the date of the meeting they shall, notwithstanding that fact, be deemed to have been duly sent if it is so agreed by ninety five percent of the members entitled to vote at the meeting. c. The accidental omission to send the documents aforesaid, to or the non- receipt of the documents aforesaid by, any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.	*Right of Members to copies of Financial Statements and Auditors' Report*

	d. Any member or holder of debentures of the Company whether he is or is not entitled to have copies of the Company's Financial Statements sent to him, shall on demand, be entitled to be furnished without charge, with a copy of the last Financial Statements and every other documents required by law to be annexed or attached thereto.	
219	The financial statements, book of accounts and other relevant books and papers of the Company shall be examined and audited in accordance with the provisions of the Act and the Rules.	*Accounts to be Audited*
220	Appointment, re-appointment, rotation, removal, resignation, eligibility, qualification, disqualification, remuneration, powers and duties etc. of the Auditors whether Statutory, Branch and Internal Auditor, shall be in accordance with the provisions of the Act and the Rules.	*Provisions relating to Auditors*
221	Every account when audited and approved by a General Meeting shall be conclusive.	*When accounts to be deemed finally settled*
222	In case the Company is required to get its secretarial records audited by a Secretarial Auditor, the same shall be got audited, in the manner prescribed under the provisions of the Act and the Rules.	*Secretarial Audit*
223	Appointment, re-appointment, rotation, removal, resignation, eligibility, qualification, disqualification, remuneration, powers and duties etc. of the Secretarial Auditors shall be in accordance with the provisions of the Act and the Rules.	*Secretarial Auditors*
	MINUTES	
224	a. The Company shall cause minutes of the proceedings of every General Meeting or any class of Members or Creditors and every resolution passed by a Postal Ballot and of all proceedings of every meeting of its Board of Directors or of every Committee of the Board, to be prepared and signed in such manner as may be prescribed by the Act and the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered. b. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed:- (i) in the case of minutes of proceedings of a meeting of the Board or of a Committee thereof, by the Chairman of the said meeting or the Chairman of the next succeeding meeting. (ii) in the case of minutes of proceedings of a General Meeting by the Chairman of the same meeting within the aforesaid period of thirty days or in the event death or inability of that Chairman within that period, by a Director duly authorize by the Board for the purpose.	*Minutes*
225	Where minutes of the proceedings of any General Meeting of the Company or of any meeting of the Board or of a Committee of the Board have been kept in accordance with the provisions of these Articles then, until the contrary is proved, the meeting shall be deemed to have been duly called and held and all proceedings thereat to have duly taken place and the resolution passed by circulation, postal ballot or other permitted means, shall be construed to have been duly passed and in particular all appointments of Directors, Key Managerial Personal or Company Secretary in practice made at the Meeting shall be deemed to be valid including the matters that are required to be transacted at the meeting of the Board of Directors as specified under Section 179 of the Act and the Rules made thereunder.	*Presumption to be drawn where minutes duly drawn and signed*
226	Minutes of proceedings of every General Meeting and of the proceeding of every meetings of the Board kept in accordance with these presents shall be evidence of the proceedings recorded therein.	*Minutes to be evidence of proceedings record*
227	The books containing the minutes of the proceedings of General Meetings of the Company and the minutes of the resolution passed by postal ballot, shall be kept at the Registered Office of the Company or such other place as may be approved by the Board and shall be open during the business hours to the inspection of members without charge, subject to such reasonable restrictions as the Company may impose, on all working days except Saturday during such time not less than two hours in each day or as may be fixed by the Board.	*Inspection of minutes book of general meeting*
228	Any Member shall be entitled to be furnished, within time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, as per the provisions of the Act and Rules, with a copy of the minutes of General Meeting. Provided that a Member who has made request for provision of soft copy of the minutes of any previous General Meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.	*Members may obtain copy of minutes*
229	(a) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise. (b) The minutes of each meeting shall contain a fair and correct summary of proceedings thereat. (c) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting. (d) In the case of a meeting of the Board of Director or of a committee of the Board, the minutes shall also contain: (i) the names of the Directors present at the meeting; (ii) in the case of each resolution passed at the meeting the name of the Directors, if any dissenting from or not concurring on the resolution. (e) Nothing contained in clauses (a) to (d) herein above, shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairman of the meeting :- (i) is or could reasonably be regarded as defamatory of any person, (iii) is irrelevant or immaterial of the Company or (iii) is detrimental to the interest of the Company.	*Recording of Minutes*

	The Chairman shall exercise an absolute discretion in regard to the inclusion or non inclusion of any matters in the minutes on the ground specified in this Article.	
	REGISTER	
230	The Company shall keep and maintain all Statutory Registers as prescribed under the Act and the Rules (in physically or electronic mode), at its Registered Office or such other place as per the Act and the Rules and for such duration, as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The Registers and copies of Annual Returns shall be available for inspection during working hours on all working days except Saturdays, during such time as may be fixed by the Board, at the place where such Registers are kept and maintained, by the persons entitled thereto on payment, where required of such fees as may be fixed by the Board of Directors not exceeding the limits prescribed by the Act and Act Rules or without any fees in absence of any fees fixed by the Board in this behalf.	*Statutory Register*
	NOTICES AND SERVICE OF DOCUMENTS	
231	a. It shall be imperative on every member to notify to the Company for registration of 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. b. 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. c. 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	*Members to notify Address for registration*
232	Subject to Section 20 of the Act, a document may be served by the Company on any member thereof by sending it to him by post or by registered post or by speed post or by courier or by delivering at his address (within India) supplied by him to the company for the service of notices to him. The term courier means person or agency who or which delivers the document and provides proof of its delivery.	*Notice*
233	Every person, who by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by any and every notice and other document in respect of such share which previous to his name and address being entered upon the register shall have been duly given to the person from whom he derives his title to such share.	*Transfer of successors in title of members bound by notice given to previous holders*
234	Any notice required to be given by the Company to the members or any of them and not expressly provided for by these presents shall be sufficiently given, if given by advertisement, once in English and once in a vernacular daily newspaper circulating in the city, town or village in which the registered office of the Company is situate.	*When notice may be given by advertisement*
235	Any notice or document served in the manner hereinbefore provided shall notwithstanding such member be then dead and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any share, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint-holder thereof and such service, for all purposes of these presents be deemed a sufficient service of such notice or documents on his heirs, executors, administrators and all person (if any) jointly interested with him in any such shares.	*Service of notice good notwithstanding death of member*
236	Any notice given by the Company shall be signed (digitally or electronically) by a Director or by the Secretary or some other officer appointed by the Directors and the signature thereto may be written, facsimile, printed, lithographed, Photostat.	*Signature to notice*
237	A document may be served on the Company or on an officer thereof by sending it to the Company or officer at the Registered Office of the Company by post or by Registered Post or by leaving it at its Registered Office, or by means of such electronic mode or other mode as may be specified in the Act and the relevant Rules.	*Service of documents on company*
	INDEMNITY AND RESPONSIBILITY	
238	Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such Director, Managing Director, Whole Time Director, Manager, Company Secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director, Managing Director, Whole Time Director, Manager, Company Secretary or officer or in any way in the discharge of his duties in such capacity including expenses. Subject to aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.	*Directors and officers right to indemnity*
239	The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors, key managerial personnel or officers 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.	*Insurance*
	SECRECY	
240	a. Every Director, Manager, Auditor, Member of a Committee, officer, servant, agent, accountant, consultant or other person employed or engaged in the business of the Company, shall observe strict secrecy respecting all transactions and affairs of the Company and shall not reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board of Directors or by law or by the person to whom such matters relate and except so far as may be	*Secrecy Clause*

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	necessary in order to comply with any of the provisions in these presents contained. b. No member shall be entitled to visit any office the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's working, trading or any matter which is or may be in the nature of a secret, mystery of trade or secret process, which may relate to the conduct of the business of Company and which in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate to the public.	
	WINDING UP	
241	Subject to the applicable provisions of the Act and the Rules made thereunder – (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. (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. (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.	*Winding up of Company*
	GENERAL POWERS	
242	Where any provisions of the Act, provides that the Company shall do such act, deed, or thing, or shall have a right, privilege or authority to carry out a particular transaction, only if it is so authorised in its Articles, in respect of all such acts, deeds, things, rights, privileges and authority, this Article hereby authorises the Company to carry out the same, without the need for any specific or explicit Article in that behalf.	*General Power*

This Article of Association has been amended to reflect the change of name from "S R G Securities Finance Limited" to "SRG Fingrow Finance Limited" pursuant to the special resolution passed in the Extra-Ordinary General Meeting held on 26th May 2025.

Sr. No.	Signature, Name, .Description, Addresses and Occupation of the Subscribers	Signature, name, address, Description and Occupation of Witness
1.	Sd/- (BAJARANG LAL GUPTA) S/o Shri Sitaram Gupta A-16, saket, Sastri nagar Road, JAIPUR-302016 Business	Witness to all the subscribers signatures sd/- (GAJANAND GUPTA) S/o Shri Maliram Gupta C-20, Bhagwan Das Road, C-Scheme, JAIPUR Chartered Accountant
2.	Sd/- (RAMESH KUMAR GUPTA) S/o Shri Sitaram gupta C/504, Chitrakoot Kulupwadi marg, Boriwali (E) BOMBAY - 400066 Business	
3.	Sd/- (ASHOK KUMAR GUPTA) S/o Shri Sitaram Gupta Behind Bajaj Bhawan, SIKAR-332001 (Raj.) Business	
4.	Sd/- (VINOD KUMAR GUPTA) S/o Shri Sitaram Gupta 49, Magldas Road, building No.1, 2nd Floor, Mangal Das Road, Bombay-2 Business	
5.	Sd/- (SANWAR MAL MODI) S/o Shri Ramdev Modi C-2 , Amba Bari Jaipur 302012 Business	
6.	Sd/- (PAWAN KUMAR GINORIA) S/o Shri Gigraj Ginoria Naya Shahar, SIKAR (Raj.) Business	
7.	Sd/- (KAILASH CHAND GUPTA) S/o Shri Sitaram Gupta LL-38, Ist Floor, Amber Tower, S.C.Road, JAIPUR (Raj.) Business	

Dated the 10TH day of February, 1995
Place: Jaipur