

MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

SIDHI DEVELOPERS PRIVATE LIMITED

Registered Office:

1st Floor, Maru Tower, Kanke Road, Ranchi, Jharkhand – 834008

*The Companies Act, 2013
(Company Limited by Shares)*

MEMORANDUM OF ASSOCIATION

OF

SIDHI DEVELOPERS PRIVATE LIMITED

- I.* The name of the company is ***SIDHI DEVEOLOPERS PRIVATE LIMITED***.
- II.* The Registered office of the Company will be situated in the state of ***JHARKHAND***.
- III.* The objects for which the Company is established are:
 - A. THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:-***
 - I.* To carry on the business of developing, maintaining, and operating of road, highway project, bridges, express ways, infra-urban roads or peri-urban roads like ring roads by-passes, fly-over, bus and truck terminals, subways, and to develop, construct, build, acquire, erect, demolish, alter, modify, repair, re-model, or to do any work in connection with any roads, highways, bridges, pools, sewers, canals, wells, dams, reservoirs, tramways, railways, sanitary, water, gas, drainage, all type of work related to reclamation, electric lighting, poles, buildings, yards, pipe line, and to carry on all type of construction activities, to apply for purchase or otherwise acquire any contract or concession for or in relation to construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid and to undertake skill development and training activities.

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

1. To acquire, build, alter, maintain, enlarge, remove or replace and to work, manage and control any buildings, offices, factories, mills, shops, machinery and conveniences which may seem necessary to achieve the main objects of the company. To act as general contractors, sub-contractors, engineers, general order suppliers relating to any type of projects, turn key projects, civil, mechanical, electrical, electronics and telecommunication work and maintenance of property.
2. To purchase any movable or immovable property including industrial, commercial, residential, or farm lands, plots, buildings, houses, apartments, flats or areas within or outside the limits of Municipal Corporation or other local bodies, anywhere within the Domain of India, to divide the same into suitable plots, and to rent or sell the plots for building/constructing residential houses, bungalows, business premises, and colonies and rent or sell the same and realize cost in lump sum or easy installments or by hire purchase system and otherwise.
3. To construct, acquire, establish, provide, maintain and administer factories, estate generating installations, pipeline, garages, storages and accommodation of all kinds and descriptions in connection with the business of the company and to acquire, all machineries, plants, stocks - in - trade, trademarks and other movable and immovable properties of any description, to achieve any of the main objects of the Company.
4. To purchase or otherwise acquire, and to sell, exchange, surrender, lease mortgage, charge, convent, hold, turn to account, dispose of and deal in real and personal property and rights of all kinds and in particular lands, buildings, business concerns and undertakings, mortgages, debentures, produce, concessions, option, contracts, patents, annuities, license, securities, bonds, policies, book, debts and claims, privilege and chosen-in-action of all kinds, including interest in real or personal property and any claims against such property or against any persons or company and to carry on any business, concerns or undertakings so acquired in connection with the business of the company.
5. To invest and deal with the money of the company not immediately required in such manner as the company may deem fit.
6. To build, construct, alter, enlarge, remove, pull down, replace, maintain, improve, develop, work, control and or manage any buildings, offices, factories, mills, ships, machinery, engines, waterworks, gasworks, bridges, wharves, reservoirs, roads, tramways, railways, branches, or siding, electric power, heat and light supply work,

telephone works, places of amusements, pleasure grounds, parks, gardens, reading room, stores, shops and other works and convinces which the company may think directly or indirectly conducive to its objects and connected with the main line of business which the company will carry on or advance the interests of the company and to contribute or otherwise assist or take part in the construction, maintenance, development, working, control and management thereof and to join with any other person or company in doing any of these things.

7. To acquire and undertake the whole or any part of the business, property or liabilities of any persons, firm or a body corporate, carrying on or proposing to carry on any business which the company or which can be carried on in junction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.
8. To enter into any agreement 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 any of its objects into effects or for extending any such act, privilege, concession, license or authorization, but the company will not act as trade union.
9. To pay for any 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.
10. Subject to complete of relevant provisions of the act to amalgamate, enter into partnership into any arrangements for sharing profits, unions of interest, co-operation, joint venture or reciprocal concession with any persons, firms or body corporate, whether in India or outside, carrying on or engaged in any business or transaction which the company is authorized to carry on or engage in 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 and further to enter into arrangement, contract with any persons, association or body corporate whether in India or outside for technical collaboration, technical knowhow or for such other purpose that may seem calculated, beneficial and conducive to the object of the company.
11. To establish, promote or conquer in establishing or promoting any company or companies for the purpose of acquiring all or any of rights, liabilities and properties of the company or for any other purpose which may seem directly or indirectly calculated to

benefit the company, and to place or grantee the placing of securities of any other company or companies.

12. 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 or interest therein respectively in such manner and for such consideration as the company may think fit, and in particular of shares, debentures or securities of any other body corporate having objects altogether or in part similar to those of the company.
13. To adopt such means of making known the products, 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 exhibition of work of art or general interest, by publication of books and by granting prizes, rewards and donation provided that the company shall not give any donation to any political parties.
14. To subscribe in or donate to or guarantee money for any national, philanthropic, charitable, benevolent, public, general or useful object fund or organization, association or institution or any exhibition of for any purpose which may be likely directly or indirectly to further the objects of the company of the interest of its members, but not intended to serve any political cause or purpose.
15. To purchase, acquire and amalgamate proprietorship, partnership concerns and companies carrying on the similar line of business as contained in the main objects of the company.
16. On winding up to the company, to distribute all or any of the property of the company, amongst the members in specie or in kind or any proceeds of sale or disposal of any property of the company but so that no distribution (if any) for the time being required by law and subject further to applicable section of the companies act 2013.
17. 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 purposes of any of the business in this Memorandum contained, or commonly supplied or dealt in by persons or public bodies engaged in any such business or which may seem capable of being profitably dealt in, in connection with any of the said business, in which the company is authorized to carry on business.
18. To buy, sell, repair, alter, improve, exchange, let out on hire, import, export, and deal in all factories, works, plants, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in any business which this

company is competent to carry on and to manufacture, experiment with, render marketable and deal in all products residual and by-products incidental to or obtained in any of the business carried on by the company.

19. To promote and form and to be interested in and take, hold and dispose of shares in other companies having for its objects all or any of the objects mentioned in this Memorandum and to transfer to and such company any property of this company and to take or otherwise acquire, hold and dispose of shares, debentures and other securities in or for any such company or otherwise assist any such company. *
20. To sell, exchange, mortgage, let on lease, royalty or grant licenses, easements, options, and other rights over and in any other manner deal with or dispose off the whole or any part of the undertaking, property, assets, rights and effect of the Company for such consideration as may be thought fit and in particular for stocks, shares, debentures whether fully or partly paid up or securities of any other company having objects whole or in part similar to those of the Company or as may be approved by the shareholders.
21. To search for and to purchase or otherwise acquire from any Government, State or Authority, any license, concessions, grants, decrees, rights, power and privileges whatsoever which may seem to the Company capable of being turned to account in connection with its business and turn to account the same.
22. To acquire, construct, maintain, build, enlarge, improve, pull down work, alter, remove or replace, control and manage any work factories, warehouses and other works and conveniences which the Company thinks conducive to any of its objects, to contribute and take part in constructing, maintaining, carrying on, improving, working, controlling and managing any such works or conveniences.
23. To contrast and develop residential or industrial colonies for the general advancement of the employees of the company and also for letting out and selling on installment basis.
24. To pay for properties, rights to privileges acquired by this Company either in shares of the company or partly in shares and partly in cash or otherwise.
25. To purchase or otherwise acquire and undertake the whole or any part of the business property, rights and liabilities of any person, partnership firm or body corporate, carrying on, or authorized to carry on any business which this company is for any of the purpose of the company or which can be carried on in conjunction otherwise with or which is capable of being conducted so as directly or indirectly to benefit the company.

26. To obtain loans and finance from Government, Banks, financial corporations, Industrial Development Bank, other financing bodies and financiers, on such terms and conditions, as may be considered expedient by the Board of Directors.

27. To purchase and otherwise acquire, maintain and hire, motor cars, jeeps, vans, buses, trucks or other vehicles, boats, launches, barges, and to maintain workshops for their repairs and maintenance.

28. Subject to provisions of applicable section of the companies Act, 2013 to indemnify members, officers, directors, agents and servants of the company against proceeding, cost, damages, claims and demands in respect of anything done or ordered to be done by them for and in interest of the company or any loss damage or misfortune whatever which shall happen in the execution of the duties of their offices or in relation thereto.

IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

V. The Authorized Share Capital of the company is Rs. 1, 00, 00,000/- (Rupees One Crore only), divided into 1, 00,000 (One Lakh) shares of Rs. 100/- (Rupees Hundred only) each.

The several persons, whose names, addresses and descriptions are subscribed hereunder are desirous of being formed into a Company in pursuance of these Memorandum of Association and we respectively agree to take the number of equity shares in the Capital of the Company set opposite our respective names

Name, Addresses description and occupation of Subscribers	No. of Equity Shares taken by each : Subscribers	Signature of the Subscribers	Name, Addresses, Occupations and Descriptions of Witnesses to the Signatories of the Subscribers.
<p>SAJINDER NARAYAN SINGH, 602/1/VI, TOWER, KANKE ROAD, RANCHI - 834008 P.O. - RANCHI UNIVERSITY CAMPUS, RAJ - GONDIA</p>	2000 (TWO THOUSAND ONE HUNDRED SHARES)	SB/-	<p>WITNESSES TO THE ABOVE SIGNATURES</p> <p>SB/-</p> <p>PRITHIRAJ PAUL, CHARTERED ACCOUNTANT 50, CHANDERBAGH BAGUA PALL, TIAA, BURDWAN COMPOUND, NABIN MITRA ROAD, LAIPUR, RANCHI - 834001</p>
<p>KAMITA ROYDH, 602/1/VI, TOWER, KANKE ROAD, RANCHI - 834008 P.O. - RANCHI UNIVERSITY CAMPUS, RAJ - GONDIA</p>	2000 (TWO THOUSAND ONE HUNDRED SHARES)	SB/-	
<p>ANURAG SARKAR SINGHA, 507, BHRENDRA SUDHA, BURWAN COMPOUND, P.O. R.P.N. - LAIPUR - RANCHI - 834001</p>	800 (EIGHT HUNDRED SHARES)	SB/-	
TOTAL	5000 (FIVE THOUSAND SHARES)		

DATED THE 25TH FEBRUARY 2011

PLACE : RANCHI

The Companies Act, 2013
(Company Limited by Shares)

ARTICLES OF ASSOCIATION
OF
SIDHI DEVELOPERS PRIVATE LIMITED

INTERPRETATION

I. Definitions :-

- 1) In these regulation :-
 - (a) "the Act" means the Companies Act, 2013,
 - (b) "the Seal" means the common seal of the company.
 - (c) "the Company" means **Sidhi Developers Private Limited**.
 - (d) "the Office" means the Registered Office of the company.
 - (e) "the Board" means meeting of the directors duly called and constituted or as the case may be, the directors by whatever name called.
 - (f) "the Director" means the Directors of the Company and includes persons occupying the position of the Directors by whatever names called.
- 2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.
- 3) The Company is a private company as per sub-section 68 of section 2 of Companies Act 2013, and accordingly: "private company" means a company having a minimum paid-up share capital of one lakh rupees or such higher paid-up share capital as may be prescribed, and which by its articles,-
 - (i) restricts the right to transfer its shares;
 - (ii) except in case of One Person Company, limits the number of its members to two hundred.
Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member.
Provided further that-

- A. Persons who are in the employment of the company; and
 - B. Persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased, shall not be included in the number of members; and
- (iii) prohibits any invitation to the public to subscribe for any securities of the company;

SHARE CAPITAL AND VARIATION OF RIGHTS

II.

- 1) Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
- 2) (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—
 - (a) one certificate for all his shares without payment of any charges; or
 - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- 3) (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles (2) and (3) shall *mutatis mutandis* apply to debentures of the company
- 4) Except as required by law, no person shall be recognized by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by

these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

- 5) (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made there under.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

- 6) (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

- 7) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
- 8) Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

LIEN

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

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.

(ii) 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.

- 10) 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—

- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

- 11) (i) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.

(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

- 12) (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

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

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

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

- (iii) A call may be revoked or postponed at the discretion of the Board.
- 14) 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.
- 15) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 16) (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
- 17) (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 18) The Board—
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance.

TRANSFER OF SHARES

- 19) (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- 20) The Board may, subject to the right of appeal conferred by section 58 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.

21) The Board may decline to recognize any instrument of transfer unless—

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(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.

22) On giving not less than seven days' previous notice in accordance with section 91 and rules made there under, 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.

TRANSMISSION OF SHARES

23) (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares.

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24) (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25) (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) 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.

- 26) 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.

FORFEITURE OF SHARES

- 27) If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
- 28) The notice aforesaid shall—
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
 - (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
- 29) If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
- 30) (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

- 31) (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.
- (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
- 32) (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
- (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- (iii) The transferee shall thereupon be registered as the holder of the share; and
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
- 33) The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

- 34) The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
- 35) Subject to the provisions of section 61, 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;
 - 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;
 - 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.

36) 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, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

- b) 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.

- c) 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 "stock-holder" respectively.

37) The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law,—

- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

CAPITALISATION OF PROFITS

38) (i) The Company in general meeting may, upon the recommendation of the Board, resolve—

- a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- b) that such sum be accordingly set free for distribution in the manner specified in clause

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

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

- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (b) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- (c) partly in the way specified in sub-clause (a) and partly in that specified in sub clause (b);
- (d) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
- (e) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

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

- a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and
- b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power—

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

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

BUY-BACK OF SHARES

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

GENERAL MEETINGS

41) All general meetings other than annual general meeting shall be called extraordinary general meeting.

42) (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

43) (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

44) The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

45) 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.

46) If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

ADJOURNMENT OF MEETING

47) (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

- 48) Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
- (a) on a show of hands, every member present in person shall have one vote; and
 - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company. *
- 49) A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
- 50) (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 51) A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
- 52) Any business, other than that upon which a poll has been demanded, may be proceeded with, pending the taking of the poll.
- 53) No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
- 54) (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

PROXY

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