

**UNDER THE COMPANIES ACT, 1956**

**Act 1 of 1956**

**(COMPANY LIMITED BY SHARES)**

**Articles of Association**

**of**

**IVRCL INFRASTRUCTURES & PROJECTS LIMITED**

**I. GENERAL**

1. No regulations contained in Table "A" in the First Schedule to the Companies Act, 1956, or in the Schedule to any previous Companies Act, shall apply to this Company but the regulations for the Management of the Company and for the observance of the Members thereof and their representatives, shall subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration or addition to its regulations by Special Resolution, as prescribed by the said Companies Act, 1956 be such as are contained in these Articles.
- Application of Table 'A' in Schedule 1 of the Act.

**II. INTERPRETATION**

2. In the interpretation of these Articles, unless repugnant to the subject or context:
- a) The Company or "This Company" means "IVRCL INFRASTRUCTURES & PROJECTS LTD." The Company
- b) "The Act" means "The Companies" Act 1956 or any statutory modification or re-enactment thereof for the time being in force. The Act.

In Writing	c) "In Writing" and "Written" include printing, lithography and other model of representing or reproducing words in visible form.
Members	d) "Members" means the duly registered holders of shares of the Company either in physical form or electronic form from time to time and include the subscribers of the Memorandum of Association of the Company and the beneficial owner.
Office	e) "Office" means the registered Office for the time being of the Company.
Paid up	f) "Paid up" includes credited as paid-up.
Persons	g) "Persons" includes Members.
The Registrar	h) "The Registrar" means the Registrar of Companies, Andhra Pradesh.
Secretary	i) "Secretary" includes a temporary or Assistant Secretary and any person or persons appointed by the Board to perform and of the duties of a Secretary as defined by the Act.
Seal	j) "Seal" means the Common Seal for the time being of the Company.
Singular Number	k) Words imparting the singular number include, where the context admits or requires, the plural number and vice-versa.
Year	l) "Year" means the calendar year and "financial year" shall have the meaning assigned there to by Section 2(17) of the Act.
Month	m) "Month" means a calendar month.
Dividend	n) "Dividend" includes bonus.
Gender	o) Words imparting the Masculine Gender also includes Feminine Gender and vice-versa.
Marginal Notes	p) "Marginal Notes" used in the articles shall not effect the constitution hereof save as aforesaid any words or expressions, defined in Act, shall, if not inconsistent with the subject or context bear the same meaning in these Articles.
Depositories Act	q) "The Depositories Act" means the Depositories Act, 1996 and shall include any statutory modification(s) or re-enactment thereof for the time being in force.
Depository	r) The "Depository" means Depository as defined in Clause(s) of Sub-Section (2) of Section 2 of the Depositories Act, 1996 as may be amended from time to time.
Beneficial Owner	s) The "Beneficial Owner" means the beneficial owner as defined in Clause (a) of Sub-Section (1) of Section (2) of the Depositories Act, 1996.

### III. CAPITAL AND INCREASE AND REDUCTION IN CAPITAL

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| 3  | <p>(a) The Authorised Share Capital of the Company is Rs. 40,00,00,000 (Rupees Forty Crores Only) divided into 17,50,00,000 (Seventeen Crores Fifty Lacs only) equity shares of Rs. 2/- each and 2,50,00,000 (Two Crores Fifty Lacs only) preference shares of Rs. 2/- each .</p> <p>(b) The Company shall have power to issue preference shares including Redeemable Preference Shares in accordance with the provisions of Section 80 and 85 to 90 or any statutory modifications thereof.</p>  | <p>Capital and its Divisions</p> <p>Issue of Preference Shares.</p> |
| 4  | <p>(a) The Directors shall in making the allotments duly observe the provisions of the Act.</p> <p>(b) The amount payable on application on each shares shall not be less than 5 percent of the nominal amount of the share.</p> <p>(c) Nothing herein contained shall prevent the Directors from issuing fully paid up shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the Company.</p>   | <p>Allotment of Shares</p>  |
| 5. | <p>Subject to these Articles, the Company in General Meeting may, from time to time increase the Authorised capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe, the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the resolution shall prescribe and in particular, such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company, and with a right of voting at General Meeting of the Company in conformity with Section 87 of the Act, whenever the Capital of the Company has been increased under the provisions of this Article the Directors shall comply with the provisions of Section 97 of the Act.</p> | <p>Increase of Share capital</p>                                    |
| 6. | <p>Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered as part of the existing capital and shall be subject to the provisions herein continued with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.</p>   | <p>New share as a part of Capital</p>                               |
| 7. | <p>Subject to the provisions of Sections 78, 80, 100 to 105 of the Act, and the other provisions of these Articles, the Company in General Meeting may, from time to time, by Special Resolution, reduce its Capital and any Capital Redemption Reserve Account to Share Premium Accounts in any manner for the time being authorised by law, and in particular capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power of the Company would have if it were omitted.</p>  | <p>Reduction in Capital.</p>  |

Sub-Division of Shares 8. Subject to the provisions of Section 94 of the Act and the provisions of these Articles, the Company in General Meeting may from time to time, sub-divide or consolidate its shares, subject as aforesaid the Company in General Meeting may cancel shares, which have not been taken as agreed or be taken by any person, and diminish the amount of the shares so cancelled.

Conversion into stock 9. The company in General Meeting may, subject to the provisions of these Articles, convert any fully paid up shares into stock and may at any time reconvert any stock into fully paid up shares of any denomination. The provisions of Clause 37, 38 and 39 of the Table 'A' to Schedule of the Act shall apply when shares are converted into Stock as aforesaid.

#### **IV. SHARES AND CERTIFICATE**

Shareholders Register 10. The Company shall cause to be kept a Register and Index of Members in accordance with Sections 150 and 151 of the Act and the Depositories Act, 1996 with the details of shares kept in Physical and/or Dematerialised form in any medium as may be prescribed by the law including any form of electronic media.

Number of Shares 11. The shares in the capital shall be numbered progressively according to their several denominations and except in the manner herein before mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

Restrictions in allotment of shares 12. The Board shall observe the restrictions as to allotment of shares to the public contained in Sections 69 and 70 of the Act, and shall cause to be made the returns as to allotment provided in Section 75 of the Act.

Further Issue of shares 13. 1) Where at the time after the expiry of two years from the formation of the company or at any time after the expiry of one year from the allotment of shares in the company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the company by allotment of further shares whether out of the unissued capital or out of the increased share capital then, subject to these Articles:

- a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the company. In proportion, as near as circumstances admit, to the capital paid up on those shares at the date.
- b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from the date of the offer and the offer if not accepted, will be deemed to have been declined.
- c) The offer aforesaid shall be deemed to include a right exercisable by the person and the notice referred to in such clause (b) hereof shall contain a statement of this right. PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.

- d) After expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the share offered, the Board of Directors may dispose off them in such manner and to such person(s) at they think, in their sole discretion, fit.
- 2) Notwithstanding anything contained in sub-clause (1) thereof, the further shares aforesaid may, subject to these Articles, be offered to any persons (whether or not those personal include the persons referred to in clause (a) of sub-clause (1) hereof in any manner whatsoever.
- a) If a special resolution to that effect is passed by the company in General Meeting, or
- b) Where no such resolution is passed if the votes cast (whether on a show or hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the General Meeting (including the casting vote, if any of the chairman) by the members who being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the company.
- 3) Nothing in sub-clause (c) of (1) hereof shall be deemed:
- a) To extend the time within which the offer should be accepted; or
- b) To authorise any person to exercise the right of renunciation for a second time on the ground the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- 4) Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of an option attached to the debenture issued or loans raised by the company:
- i) To convert such debentures of loans into shares in the company; or
- ii) To subscribe for shares in the company (whether such option in conferred in these Articles or otherwise).
- PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:
- a) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with the Rules, if any, made by that Government in this behalf; and

- b) In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any Institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the company in General Meeting before the issue of the debenture or raising of the loans.
- Share at the disposal of the directors 14 Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital of the Company for the time being 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 or (subject to the compliance with the provision of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the company in the General meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.
- Power of General Body meeting to allot shares. 15. In addition to and without derogating from the powers for that purpose conferred on the Board under Articles 13 and 14 but subject to the other provisions of these Articles, the Company in General Meeting may subject to the provisions of Section 81 of the Act, determine that any shares (whether forming part of the original capital or of any increase capital of the Company) shall be offered to such persons (whether members or not) in such proportion and on such terms and conditions and either, subject to compliance with the provisions of section 78 and 79 of the Act, at a premium or at par or at a discount as such General Meeting shall determine and with full power to give any person (whether a member or not) the option to call for or be allotted shares of any class of the Company either, subject to the compliance with the provisions of sections 78 and 79 of the Act, at a premium or at discount, such option, being exercisable at such times and for such consideration as may be directed by such General meeting of the Company. The Company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares.
- Member (shareholder) 16. Any application signed by or on behalf of any applicant for share 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 of these Articles, be a member.

17. 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 deposit, 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 name of the holder of such, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly. Inscription in the Register of Members
18. Every member or his heirs, executors or administrators 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 time or times, and in such manner as the Board shall from time to time in accordance with these Articles, require of him for the payment thereof. Payment of unpaid share Capital
19. The Certificate of title of shares shall be issued within TWO MONTHS after allotment, and within ONE MONTH from the date of the receipt of application for transfer (or within such other period as the Conditions of the Issue shall provide). Limitation of time for issue of certificates.
- Every member shall be entitled, without payment, to one or more Certificates in marketable lots, for all the shares of each clause of denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, subdivision, consolidation or renewal of any of its shares as the case may be. Every Certificate of shares shall be under the seal of the Company and shall specify the number and distinctive number of shares in respect of which it is issued and amount paid up thereon and shall be in such form as the Directors may prescribe or approve, provided that in respect of a 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 of shares to one of several joint holders shall be sufficient delivery to all such holder.
20. If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof 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 lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the Company deem adequate, being given, and a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificates under the Article shall be issued without payment of such fee (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe. Issue of new certificate in place of one defaced lost or destroyed

Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, decrepit or worn out or where there is not further space on the back thereof for endorsement of transfer.

Provided that notwithstanding what is stated above the Directors shall comply with such Rules or Regulations or requirements of any stock exchange or the Rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf.

The provisions of this Article shall mutatis-mutandis apply to debentures of the Company.

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| Rights & liabilities of joint Shareholders.     | 20 A. | The Company shall be entitled to dematerialize its existing shares, rematerialise its shares held in the Depositories and/or to offer further shares, and or other securities in a dematerialised form pursuant to the Depositories Act, 1996 and the rules framed thereunder.  |
| Rights & liabilities of Board.                  | 21.   | If any share stands in the names of two or more persons, the person first named in the Register of Members shall as regards receipt of dividends or bonus or service of notice and all or any other matter connected with the Company, except voting at meetings and the transfer of the Shares, be deemed the sole holder thereof but the joint holders, of share shall be severally as well as jointly liable for the payment of all installments thereof according to these Articles.  |
| Power of company to purchase its own securities | 22.   | Except as ordered by a Court of Competent Jurisdiction or as by law required, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in any share, or except only as is by these Articles otherwise expressly provided any right in respect of share other than on absolute right, thereto, in accordance with these Articles, in the person from time to time, registered as the holder thereof. The Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivors of them. |
| Power to issue shares without voting rights     | 23.   | Subject to these Articles, in the event it is permitted by law for a Company to purchase its own shares or securities, the Board of Directors may when and if thought fit, buy back the shares of the Company on such terms and conditions, and subject to such approvals, as may be permitted by law.  |
|   | 23A.  | In the event it is permitted by law to issue shares without voting rights attached to them, the Board of Directors may, subject to these Articles, issue such shares upon such terms and conditions and with such rights and privileges annexed thereto as thought fit and as may be permitted by law.  |

## V. UNDERWRITING AND BROKERAGE

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| Commission | 24. | Subject to provisions of Section 76 of the Act and the other provisions of these Articles, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring or agreeing to procure subscription (whether absolute or conditional) for any share or debentures in the Company; but so that the commission shall not exceed in the case of shares five |
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percent of the price at which the shares are issued in the case of debentures two and a half percent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares of partly in one way and partly in the other.

25. The Company may, subject to these Articles, pay a reasonable sum for brokerage which may be lawful. Brokerage

#### VI. CALLS

26. The Board, may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment and a resolution passed at a meeting of the Board (and not by circular resolution) and subject to these Articles, make such calls as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board. A call may be made payable by installments. Call for unpaid members
27. Thirty days notice in writing of any call shall be given by the Company specifying the time and place of payment and the persons on whom such call shall be made. Notice period for payment.
28. A call shall be deemed to have been made at the time when the resolution authorising such call was passed at a meeting of the Board. Time of Resolution
29. The joint holders of a shares shall be jointly and severally liable to pay all calls in respect thereof. Joint Shareholders payment
30. The Board may, from time to time, at its discretion, but subject to these Articles, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who, from residence at a distance or other cause, the Board may deem fairly entitled to such extension but no Member shall be entitled to such extension save as a matter of grace and favour. Extension of time for payment.
31. If any member fails to pay any call due from him on the day appointed for payment thereof or any such extension thereof as aforesaid he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 18 percent per annum; but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member. Interest on defaulted call money
32. 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 of which due notice has been given and payable on the date of which by the terms of issue the same become payable and in case of non-payment all the relevant Terms of issue of share

provision of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum has become payable by virtue of call duly made and notified.

Recovery of money due to the Company.

33. On the trial or hearing of any Action or suit brought by the Company against any member or his representatives for the recovery any money claimed to be due to the Company in respect of whose shares the money is sought to be recovered appears entered on the Register of Members as the holder at or subsequently to the date at which the money sought to be recovered is alleged to have become due on the shares in respect of which; that resolution making the call is duly recorded in the Minutes Book, and that the notice of such call was duly given to the Member or his representatives issued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, not that a quorum of Directors was present at the Board Meeting at which any call was made, not that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but proof of the matters aforesaid shall be conclusive of the debt.

Forfeiture of Shares.

34. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of the shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

Payment in anticipation of call may carry interest

35. a) The Directors may, if they think fit, subject to the provisions of Section 92 of the Act and the other provisions of these Articles, agree to and receive from any member willing to advance the same of whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon, provided that money paid in advance of calls shall not confer a right to participate in profits or dividends. The Directors may at any time repay the amount so advanced.

The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.

The provisions of these Articles shall mutandis apply to the calls on debentures of the Company.

## VII. LIEN

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| 36. | The Company shall have a first and paramount lien upon all the shares/s debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that Article will have full effect, and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures, unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause". | Company's Lien on share/debentures.                 |
| 37. | For the purpose of enforcing such lien the Board may sell the share subject therein such manner as it shall think fit and for the purpose may cause to be issued a duplicate certificate in respect of such shares and may authorise one of its member to execute a transfer thereof on behalf of and in the name of such Member. No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member or his representatives and default shall have been made by him or them in payment, fulfillment or discharge of such debts, liabilities or engagements for fourteen days after such notice.   | Enforcing Lien on Shares                            |
| 38. | 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 the residue, if any shall be 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 immediately prior to the same.   | Excess of sale proceeds to be paid to shareholders. |

## VIII. FORFEITURE OF SHARES

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| 39. | If any Member fails to pay any call or instalment of a call on or before the appointed for the payment of the same or any such extension thereof as aforesaid, day the Board may at any time thereafter, subject to these Articles, during such time as the call or instalment remains unpaid give notice to him requiring him to pay the same together with any interest that may have accrued by reason of such non-payment.  | Notice to Shareholders if he fails to pay call money |
| 40. | The notice shall name a day (not being less than fourteen days from the date of notice) and a place or places on and at which such all or instalment and such interest there on at such rate not exceeding 9 percent per annum as the Board shall determine from the date on which such call or instalment ought to have been paid and are to be paid. The notice shall also state that in the event of the non-payment, at or before the time and at the place appointed the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. | Notice period for forfeiture                         |

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| Forfeiture of Share                  | 41. | If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter before payment of all calls or instalments interest be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture. However, there shall be not forfeiture of unclaimed dividend before the claim becomes barred by law limitation.   |
| Notice of the forfeiture             | 42. | When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture in any manner invalidated by any comission or neglect to give such notice or to make any such entry as aforesaid.   |
| Sale of forfeited shares             | 43. | Any share so forfeited shall be deemed to be the property of the Company and may, subject to these Articles, be sold reallocated, or otherwise disposed of either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.   |
| Liability of forfeiture shareholders | 44. | Any member whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company on demand all calls, installments, interest or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment of such rate not exceeding 18 percent per annum as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.   |
| Forfeiture of claims against Company | 45. | The forfeiture of a share shall involve extinction, at the time of the forfeiture of all interest in and 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.   |
| Declaration for forfeiture           | 46. | A declaration in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles 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 .  |
| Sale of forfeited shares             | 47. | Upon any sale after forfeiture or for enclosing a lien in purported exercise of the powers herein before given, the Board may, subject to these Articles, cause the purchaser's name to be entered in the Register of Member in respect of the shares sold and the purchasers, shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. |
| Issue of new certificates            | 48. | Upon any sale, reallocation or other disposal under the provisions of the preceding Articles, the certificates originally issued in respect of relative share shall stand cancelled and become null and void and of no effect, and the Board shall be entitled to issue a new certificate in respect of the said shares to the persons entitled thereto.  |

49. The Board may at any time before any share so forfeited shall have been sold reallocated or otherwise disposed of annul the forfeiture thereof upon such conditions as it thinks fit. Board power to dispose of shares

#### IX. TRANSFER AND TRANSMISSION OF SHARES

50. The Company shall keep a Register of Transfer's and therein shall be fairly and distinctly enter the particulars of every transfer's and therein shall be fairly and distinctly enter the particulars of every transmission of any share. Register of Transfers.
51. The instrument of transfer of any shares shall be in writing in the prescribed form and all the provisions of section 108 of the Companies Act, 1956, and of any statutory modifications thereof for the time being shall be duly complied with the respect of all transfers of shares and registration thereof. Instrument of Transfer
52. Every such instrument of transfer shall be executed both by the transferor and the transferee and attested and the transferor shall be deemed to remain the holder of such share until the name of the transferee shall have been entered in the Register of Members in respect thereof. Execution of Instrument of Transfer
53. The Board shall have power on giving not less than seven days previous notice by advertisement in a newspaper circulating in the district in which the Registered Office is situated to close the Register of Members or Register of Debenture holders at such time or times and for such period or periods not exceeding thirty days at a time and not exceeding in the aggregate forty five days in each year, as to it may seem expedient. To close the Register of Member
53. a) The Company shall give 42 days clear days notice to the Stock Exchanges before it closes its books" Refuse of Transfer for Shares
54. Subject to Sec.22 A of Securities Contract and Regulation Act, 1956 and the other provisions of these Articles, the Board without assigning any reason for such refusal may within 15 days from the date of which the instrument or instruments of transfer was delivered to the Company decline to register any transfer of share, and in the case of shares not fully paid up may refuse to register a transfer to a transferee whom they did not approve, provided the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person a persons indebted to the Company on any account whatsoever except at a lien on shares. If the Board refused to register the transfer of any shares, the Company shall, within two months from the date of which the instrument of transfer was lodged with the Company, send to the transferee, transferor notice of the refusal. Parl paid-up shares Registration
55. Where in the case of partly paid shares an application for registration is made by the transferor, the Company shall be given notice of the Application to the transferee in accordance with provision of Section 110 of the Act. Partly paid-up shares Registration
56. In the case of death of any one or more of the persons named in the Register of Members as the joint holders of any shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in share, but nothing here in contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other persons. Liability of shareholder on death
57. No fee shall be charged for registration of transfer transmission, Probate Succession certificate and Letters of administration. Certificate of Death or Marriage, Power of Attorney or similar other documents. No fee on transfer or transmission

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| Restriction in transfer of Share                         | 58. No shares shall in any circumstances be transferred to any infant, insolvent or person of unsound mind.   |
| Right of person entitled to share on death etc.          | 59. Subject to the provision of Articles 56 and 57, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any Member, or by any lawful means other than by a transfer in accordance with these Articles may upon producing such evidence that he sustains the character in respect of which he propose to Act under this Article, or of his title, as the Board thinks, sufficient, either be registered himself as the holder of the shares or elect to have some person nominated by him and approved by the Board registered as such holders provided nevertheless, that if such person shall elect to have his nominees registered he shall testify the election by such person by executing in favour of this nominee an instrument of transfer in accordance with the provisions herein contained, and until he does, so, he held not be freed from any liability in respect of the shares. |
| Entitlement for dividends.                               | 60. A person entitled to a share by transmission shall subject to the right of the Directors to retain such dividends or moneys as herein after provided, be entitled to receive and may give a discharge for any dividends or other money payable in respect of the shares.  |
| Stamping of Instrument of Transfer.                      | 61. Every Instrument of transfer shall be presented to the Company duly stamped for registration accompanied by such evidence as the Board may require to prove the title of the transferor and his right to transfer the shares, and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board.   |
| Submission of instrument of Transfer.                    | 62. Before the registration of transfer, the certificate of share to be transferred to, if no such certificate is in existence, a letter of allotment of such share, must be delivered to the Company along with, save as provided in Section 108 of the Act, a properly stamped and executed instrument of transfer.   |
| Board's liability in giving effect to Transfer of Share. | 63. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice or referred thereto, in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right on neglecting to do so, though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice, and give effect thereto if the Board shall so think fit.    |

#### **X. COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS**

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| Copies of Memorandum and Articles | 64. Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 39 of the Act shall be sent by the Company to every Member at his request within seven days on payment of the sum of rupees ten (Rs. 10/-) per each copy. |
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### XI. BORROWING POWER

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| 65. Subject to the provisions of Sections 292 and 293 of the Act, and to these Articles, 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 generally raise or borrow or secure the payment of any sum or sums of money for the Company, provided however, where the money to be borrowed together with the moneys already borrowed (Apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid-up Capital of the Company and its free reserve (not being reserves set apart for any specific purpose) the Board shall not borrow such moneys without the consent of the Company in General Meeting. | Acceptance of deposits           |
| 66. The payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, subject to these Articles, and in particular by a resolution passed at a meeting of the Board (and not by circular resolution) by the issue of debentures or debenture stock of the company, charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being and debentures, debenture stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.  | Issue of debentures              |
| 67. Any debentures may be issued at a discount, premium otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of Directors and otherwise Debentures with the right to conversion in to or allotment of shares shall be issued only with the consent of a Special Resolution of the Company in General Meeting.  | Issue of debentures              |
| 68. The Board shall cause a proper register to be kept in accordance with the provisions of the Section 143 of the Act of all mortgages, debentures and charges specifically affecting the property of the company and shall cause the requirements of Section 118, 125 and 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with, so far as they are to be complied with by the Board.   | Register of mortgage, debentures |
| 69. The Company shall, if at any time has issued debentures, keep a Register and index of Debenture-holder in accordance with the Section 152 of the Act.  | Register of debenture-holder     |

### XII. MEETING OF MEMBERS

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| 70. Every Annual General Meeting shall be called for a time during business hours on a day that is not a public holiday and shall be held at the office or at some other place within the city, town or village in which the Registered office is situated as the Board may determine and the notice calling the meeting shall specify it as the Annual General Meeting. The Company may in any one Annual General Meeting fix the time for its subsequent Annual General Meetings. Every Member shall be entitled to attend either in person or by proxy and the auditor of the Company shall have the right | Annual General Meeting |
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to attend either and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor. At every Annual General Meeting there shall be laid on the table the Directors' Report and Audited Account and Balance Sheet, Auditors' Report (if not already incorporated Accounts and Balance Sheets), the Register with proxies and the Register of Directors, shareholding which register shall remain open and accessible during the continuance of the Meeting. The Board shall prepare the annual list of Members, summary of Share Capital, Balance Sheet and Profit and Loss Account, forward the same to the Registrar of companies, in accordance with sections 159, 161 and 220 of the Act.

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| Extraordinary General Meeting                        | 71. The Board may, when every it thinks fit, call an extraordinary General Meeting and it shall do so upon a requisition in writing by any; Member holding in the aggregate not less than one-tenth of such of the paid-up capital as at that date carrying the right of voting in regard to the matter in respect of which the requisition has been made.  |
| Object of Meeting                                    | 72. Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the office: Provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.  |
| Board's Obligation to call an Extraordinary Meeting. | 73. Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if it does not proceed within twenty one days from the date of the requisition being deposited at the office to cause a meeting to be called on a day not later than 45 days from the date of the deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital of the Company as is referred to Section 69(4) of the Act whichever is less may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.   |
| Procedure for Calling Meeting                        | 74. Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.  |
| Notice period for General Meeting                    | 75. At least twenty one days notice shall be given for every General Meeting, Annual or Extraordinary and by whomsoever called specifying the day, place and hour of meeting and general nature of the business to be transacted . There at, in the manner hereinafter provided to such persons who under these Articles are entitled to receive notice from the Company, provided that in the case of Annual General Meeting with the consent in writing of all the Members entitled to vote there at, and in case of any other meeting with the consent of members holding not less than 95 percent of such part of the paid-up shares capital of the Company gives a right to vote at the meeting, a meeting may be convened by shorter notice in the case of an Annual General Meeting if any business other than (i) the consideration of the accounts, balance sheet and reports of the Board of Directors and Auditor's (ii) the declaration of the dividend, (iii) the appointment of Directors in place of those retiring, (iv) the appointment of |

and fixing of the remuneration of the Auditors, to be transacted, and in the case of any other meeting in any event they shall be annexed to the notice of the meeting a statement setting out all material facts concerning each item of business, including in particular the nature of the concern or interest, if any therein of every Director and the manager, if any, where any such item of business relates to or affects any other Company, the extent of share holding interest in the other Company of every director and the Manager, if any, of the Company shall also be set out in the statement if the extent of such share holding interest is not less than twenty percent of the paid-up share capital of the other Company. Where any item of business consist of according approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

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| 76. The Accidental omission to give any such notice as aforesaid to any of the Members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.  | Accidental omission not to invalidate meeting |
| 77. No General Meeting, annual or Extraordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice upon which it was convened.   | Not competent to discuss other matters.       |
| 78. Five members present in person shall be a quorum for a General Meeting. A body corporate being a member shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act.   | Quorum  |
| 79. If within half an hour from the time appointed for holding a meeting of the Company, a quorum is not be present, the meeting if convened by or upon the requisition of Members, shall stand dissolved, but in any other case the Meeting shall stand adjourned to the same day in the next week or if that day is public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day and at such other time and place within the city in which the office is situated as the Board may determine and if at such adjourned meeting a quorum is not present, Members present shall be a quorum and may transact the business for which the meeting was called. | Quorum for the adjourned meeting              |
| 80. The Chairman of the Board of Directors shall be entitled to take the Chair at every General Meeting whether Annual or Extraordinary, if there is no such Chairman of the Board of Directors or if at any meeting he is not present within ten minutes of the time appointed for holding such meeting or shall decline to take the Chair than the Managing Director shall be entitled to take chair and falling him the Members present shall elect another Director as Chairman and if no Director be present or if all the Directors present decline to take the Chair, then the Members present shall elect one of their Members to be Chairman.   | When members to elect Chairman                |
| 81. No business shall be discussed at any General Meeting except the election of a Chairman, whilst the Chair is vacant.   | When no business will be discussed.           |
| 82. The Chairman with the consent of the meeting may adjourn any meeting from time to time and from place to place within the office is situated but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.  | Nature of business at adjourned meeting.      |

- Voting by show of hands & poll
83. At any General Meeting a resolution put to the vote at the meeting shall, subject to the other provisions of these Articles, be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least five members having the right to vote on the resolution and present in person or by proxy or by the Chairman, of the meeting or by any Member or Members holding not less than one tenth of the total voting power in respect of the resolution or by any Member of Members present in person or by proxy and holding Shares in the Company conferring a right to vote on the resolution being Shares on which an aggregate sum has been paid up which is not less than one-tenth of the total sum paid upon all the shares conferring that right and unless poll is so demanded a declaration by the Chairman that a resolution has on a show of hands, been carried or carried unanimously, or by a particular majority or lost and an entry to that effect in the minutes books of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- Chairman's casting vote.
84. In the case of an equality of votes the Chairman shall both either on show of hands or at a poll, if any, have a casting vote in addition to the vote or votes if any which he may be entitled as a member.
- Demand & withdrawal of poll
85. If a poll is demanded as aforesaid the same shall subject to Article 83 taken at such time (not later than forty eight hours from the time when the demand was made) and place within the city in which the office is situated and either by open voting or by ballot, as the Chairman shall direct, and either by open voting or by ballot, as the Chairman shall direct, and either at once or after an interval or adjournment, or otherwise.
- Appointment & removal of scrutineers for the poll
86. Where a poll to be taken the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report there on to him. One of the scrutineers so appointed shall always be a member (not being an officer or employee of the Company) present at the meeting provided such a Member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from office and fill the vacancies in the office of scrutineer arising from such removal or from any other case.
87. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith.
- Business
88. The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
- XIII. VOTE OF MEMBER**
- Disqualification of members to vote
89. No members shall be entitled to vote either personally or by proxy at any General Meeting or meeting of a class of shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name of which any calls or other same presently payable by him have not been paid or in regard to which the Company has exercised, any right or lien.

90. Subject to the provisions of these Articles and without prejudice to any special privileges or restriction as to voting for the time being forming part of the capital of the company, every Member not disqualified by the last preceding Article shall be entitled to be present and to speak and vote at such meeting and on a show of hands every Member present in person or by proxy shall, subject to clause (b) of sub-section (i) of Section 87 of the Act, have one vote for every share held by him either alone or jointly with any other person or persons. Provided however, if any preference shareholder be present at any meeting of the Company then, save as provided clause (b) of sub-section (2) of Section 87 of the Act, he shall only have a right to vote in respect of such preference share on resolution placed before the meeting which directly affect the rights attached to his preference shares.
- Rights of the Members
91. On poll taken at a meeting of the Company, a Member entitled to more than one vote, or his proxy or their person entitled to vote for him, as the case may be, need not, if he votes, use all his voted or cast in the same way all the votes he uses.
- Voting rights of members etc.
92. A member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction 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, poll, vote by proxy; if any member be a minor, the vote in respect of his share or shares shall be by his guardian, or any of his guardians if more than one, to be elected in case of dispute by the Chairman of the meeting.
- Voting by members of unsound mind and minors.
93. If there be joint registered holders of any shares, any one of such persons may vote at any meeting or may appoint another person (whether a member or not) as his proxy a proxy so appointed shall not have any right to speak at the meeting and, if more than one of such joint holders be present whose name stands higher on the Register of Members shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present at the meeting Several executors or administrators of a deceased Member in whose name shares stand for the purpose of these Articles shall be deemed joint holders thereof.
- Rights of joint holder members
94. Subject to the provisions of these Articles, vote may be given either personally or by proxy. A body corporate, being a member may vote either by a proxy or by a representative duly authorised in accordance with section 187 of the Act, and such representative shall be entitled to exercise the same right and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member.
- Rights of corporate body member
95. Any person entitled under Article 59 to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposed to vote, he shall satisfy the Board of his right to transfer such shares and give such indemnity, if any, as the Board may require or the Board shall have previously admitted his right to vote at such meeting in respect thereof.
- Voting Rights after transfer of shares.

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| Rights of the member to appoint proxy.        | 96. Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointee or his attorney or if such appointed is a corporation, under the common seal of the corporation, or be signed by an officer or an attorney duly authorised by it, and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meeting.  |
| Appointment of Proxy by a proxy               | 97. An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purposes of every meeting of the Company or every meeting to be held before the date specified in the instrument and every adjournment of any meeting.  |
| Mode of Depositing and validity of instrument | 98. No member present only by proxy shall be entitled to vote on a show of hands. Unless such members is a body corporate present by a proxy who is not himself a member in which case such proxy shall have a vote on show of hands as if he were a Member.  |
| Vote by proxy valid though authority revoked  | 99. The Instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the office not later than forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.                   |
| Validity proxy of vote.                       | 100 Every instrument of proxy whether for specified meeting or other wise shall, as nearly as circumstances will admit be in any of the forms set out in Schedule IX of the Act.  |
| Chairman's Power for validity of vote.        | 101. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy or any power of attorney under which such proxy was signed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of the death, revocation or transfer shall have been received at the office before the meeting. |
| Recording & Maintenance of minutes.           | 102. No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered and every vote whether given personally or by proxy shall not be disallowed at such meeting or poll whatsoever.  |
|   | 103. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.  |
|   | 104. a) The Company shall cause minutes of all proceedings of every General Meeting to be kept in accordance with Section 193 of the Act.   |
|   | b) Such minutes shall be evidence of the proceedings recorded therein.  |
|   | c) The book containing the minutes of proceedings of General Meetings shall be kept at the office and shall be open, during business hours, for such period not being less in the aggregate than two hours in each day as the Director as may determine, to the inspection of nay Member without charge.  |

#### XIV. DIRECTORS

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| <p>105. i) Unless otherwise determined by General Meeting, the number of Directors shall neither be less than three nor be more than FIFTEEN inclusive of the ex-officio Directors, Nominee Directors, Technical Directors, Special Directors, Debenture Directors, Non-Executive Directors, Alternate and Additional Directors if any.</p>   | Number of Directors  |
| <p>ii) The following shall be the first directors of the company.</p> <ol style="list-style-type: none"> <li>1 E. SUDHIR REDDY</li> <li>2 I SYAM PRASAD REDDY</li> <li>3 O . PRATAP REDDY</li> </ol>  | First Directors  |
| <p>106. Subject to the provisions of the Section 250, 261, 262 and 284(6) of the Act and further subject to the other provisions of these Articles, the Directors shall have power at any time and from time to time to appoint any qualified person as a Director either to fill a casual vacancy or an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed as above. Any Directors appointed to fill a casual vacancy shall hold office only up to the date which the Director in whose place he is appointed would have held office if it had not been vacated. Any Director appointed as an additional Director shall hold office only up to the conclusion of the next Annual General Meeting of the Company, but he shall be eligible for re-appointment at such meeting.</p>   | Power of the Board to Appoint Additional Directors               |
| <p>107 Without prejudice to the powers of Directors under Article 105 but subject to these Articles, the Board may appoint any person to be a Director to fill a casual vacancy, who shall hold office only up to the date on which the Director in whose place he is appointed would have held office if he had not been vacated.</p>  | Appointment & Term of the Director filled against casual vacancy |
| <p>108. The Directors of the Company may, subject to these Articles appoint 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 the State in which meetings of the Board are ordinarily held. An alternate Director shall vacate office. If and when the original Director returns to the State, if the term of office of the original Director is determined before he return to such State, any provision in the Act or in these Articles for the automatic re-appointment of retiring Director in default or of another appointment shall apply to the original Director.</p>  | Appointment of Alternate Director                                |
| <p>109 i) Notwithstanding anything to the contrary contained in these Articles so long as any moneys remain owing by the company to the Industrial Development Bank of India (IDBI) Industrial Finance Corporation India (IFCI) and Industrial Credit and Investment Corporation of India (ICICI) or to any other Financing Company or Body, out of any loans granted by them to the Company so long long as IDBI, IFCI, ICI, or any other Financial corporation or credit corporation or any other financing company or body is hereinafter in the Article referred to as “the Corporation”) held shares in the Company as a result of under writing or direct subscription or so long as any liability of the company arising out or any Guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have right to appoint from time to time any person or persons as a Director or Directors is/are hereinafter referred to as “Nominee Directors”) on the board of the company and to appoint any person or person in his or their places.</p> |  |

The Board of Directors of the company shall have no power to remove from office the Nominee Director's. At the option of the Corporation such Nominee Directors shall not be required to hold any share qualification in the Company. Also at the option of the Corporation such nominee Director/s shall not be liable to retirement by rotation of Directors subject as aforesaid, the Nominee Director's shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director/s so appointed shall hold the said office only so long as money remain owing the Company to the corporation or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription, or the liability of the Company arising out of the Guarantee is outstanding and the Nominee Directors so appointed in exercise of the said power shall IP SO facto vacant such office immediately the money owing by the Company to the Corporation is paid off or on the satisfactions of the Company arising out of the Guarantees furnished by the Corporation.

The Nominee Director/s appointed under this Articles shall be entitled to receive all notices of and attend all General Meeting, Board meetings and of the Meeting of the Committee of which the Nominee Director's/ is/are member/s as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notice and minutes.

The company shall pay to the Nominee Directors sitting fees and expenses which other Directors of the Company are entitled, but if any other fees, commission moneys or remuneration in any forms is payable to the Directors of the Company the fees Commission moneys and remuneration in relation to such Nominee Director's/ in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation as the case may be to such Nominee Directors.

Provided that if any such Nominee Director's/ is an officer of the Corporation the sitting fees, in relation to such Nominee Director/s shall accrue to the corporation and the same shall accordingly be paid by the company directly to the corporation.

In the event of the Nominee Director/s being appointed as whole time Directors such nominee Director/s shall exercise such powers and have such rights as are usually exercised or available to a whole time Director in the management of the affairs of the Company. Such whole time Director/s shall be entitled to receive such remuneration, fee, commission, and moneys as may be approved by the Corporation.

Special Director

ii) In connection with any collaboration arrangement with any Company or Corporation or any firm or person for supply of technical know-how and or machinery or technical advice the Director may authorise such Company, Corporation, firm or person (hereinafter in its clause referred to as 'collaborator') to appoint, from time to time as Director(s) of the company (hereinafter referred to as "Special Director(s)") and may agree that such Special Director(s) shall not be liable to retire by rotation and need not possess any qualification shares to qualify him for the office of such Director. So, however, that such Special shall hold office so long as such Collaboration arrangement remains in force, unless otherwise agreed upon between the Company and such collaborator

under the Collaboration arrangement or at any time thereafter. The Collaborator may at any time and from time to time remove any such special Director(s) appointed by it and may at the time of such removal and also in the case of death or resignation of the persons so appointed or removed shall be made in written signed by such company or corporation or any partner or such person and shall be delivered to the Company at its Registered office. It is clarified that every Collaborator entitled to appoint a Director under this Article may appoint one person as a Director and so that if more than one Collaborator is so entitled there may be at any time so many Special Directors as the Collaborators are eligible to make the appointments. Every collaborator entitled to appoint Directors under this Article may appoint one or more person(s) as Director(s).

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| <p>iii) The Industrial Credit and Investment Corporation of India Limited, the Industrial Financial Corporation of India Limited, the Industrial Development Bank, the State Financial Corporation or any financial institution or company owned or controlled by the Centre or State Government or Reserve Bank of India or two more of them or the Central Government of State Government themselves shall have the right the appoint nominee Directors who shall not be liable to retire by rotation.</p> | <p>Appointment of Nominee Directors who shall not be liable to retire by rotation</p> |
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110. No share qualification shall be necessary for any Director.

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| <p>*110 A. The persons who are required to issue counter guarantee/provide collateral security for the loans, credit facilities and bank guarantee facilities granted by banks and financial institutions are entitled to receive guarantee commission at such percentage as may be fixed by the Board of Directors, from time to time, but not exceeding 3% per annum of the sanctioned amount of loan/credit/bank guarantee facilities covered by such counter-guarantees, subject to such permissions, approvals and/or sanctions as may be required in terms of the laws, agreements, etc., in force from time to time.</p> | <p>Guarantee Commission</p> |
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\*Articles amended by addition of Article 110A vide Special Resolution passed by the members at the Extra Ordinary General Meeting of the Company held on 17.3.2000.

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| <p>111. The remuneration of every Director, inclusive of the Alternate Director if any; and the Debenture Director if any shall be such amount as may be fixed by the Directors, subject to these Articles, and shall not exceed the amount prescribed by the Government under the provisions of Sec.310 of the Companies Act from time to time for every meeting of the Board or of a Committee or Directors attended by him. Notwithstanding anything contained in this Article, the Directors may at any time and from time to time at their absolute discretion resolve, without being bound to do so, reasons of commercial expediency, waive or forego a part or the whole of the remuneration payable to one or more of them under the aforesaid Article.</p> | <p>Remuneration to Directors</p>         |
| <p>112. Subject to the provisions of Section 309, 311 and 214 of the said Act and the other provisions of these Articles:</p> <p>a) The Directors shall also be paid such further remuneration if any, as the Company in General Meeting may determine from time to time by special Resolution and such further remuneration shall be divided</p>  | <p>Further remuneration to Directors</p> |

among the Directors in such proportion and manner as the Directors may agree among themselves from time to time and in the absence of any such agreement, in proportion to their respective attendance at the Board Meetings during the year proceeding the General Meeting.

Remuneration of Directors for extra service

- b) If any Director being willing shall be called upon to live and reside away from his usual place of residence on the Company's business, or to perform extra services (which expression shall include the work done by a Director in signing certificates of Shares or Debentures issued by the Company; or work done by him as a member of any Committee appointed by the Directors in terms of these Articles), the Directors may, subject to these Articles, enter into an arrangement with such a Director for special Remuneration for the extra services performed either by way of salary or commission, or by way of participation in profits or by a fixed sum of money and such remuneration may be either in addition to or in lieu of his remuneration provided Articles 112(a).

T.A., D.A., for outstation Directors

- c) A Director shall also be paid in addition to the fee for attending meetings of the Board and Committee, a fair compensation to cover his travelling, lodging, boarding and other expenses incurred by him in the process of attending the meeting of the Board or committee at a venue in municipal limits whereof, he is not ordinarily a bonafide resident.
- d) The Directors shall be entitled to be repaid any travelling and other expenses incurred in connection with the business of Company.

Continuing Directors

113. The continuing Directors may act notwithstanding any vacancy in their body but, if and so their number is reduced below the number fixed by the Articles of the Company as the necessary quorum of Directors, the Continuing Directors or Director may Act for the purpose of increasing the number of Directors to that number for summoning a General meeting but for no other purpose.

Disqualification of the office of Director

114. Subject to Section 283(2) of the Act, the office of a Director shall become vacant if:-
- a) He fails to obtain within the time specified in sub section (l) of Section 270 of the Act or at any time thereafter ceased to hold the share qualifications, if any, required of him by these Articles; or
- b) He is found to be of unsound mind by a Court of Competent Jurisdiction; or
- c) He applies to be adjudicated as insolvent; or
- d) He is adjudged an insolvent; or
- e) He fails to pay any call made on him in respect of share of the Company held by him, whether alone or jointly with others, within six months from the date fixed for the payment of such call unless the Central Government has by notification in Official Gazette removed the disqualification incurred by such failure; or

- f) If the provisions of the Section 314(1) are contravened and, therefore, he is deemed to have vacated office under sub-clause (2) of Section 314 of the Act; or.
- g) He becomes disqualified by an Order of Court under Section 203 of the Act; or
- h) He (whether by himself or by any person for his benefit or on his account or any firm in which he is a partner or any Private Company of which he is a Director) accepts a loan, or any guarantee or security for a loan from the Company in contravention of Section 295 of the Act.
- i) He is removed in pursuance of Section 284 of the Act.
- j) He is convicted by a Court of any offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months; or
- k) He absents himself from three consecutive meetings of the Board of Directors or from all meetings of the Board for a continuous period of three months whichever is longer, without obtaining leave of absence from the Board; or
- l) He having been appointed a Director by virtue of his holding any office or any employment in the Company, leaves Re-employment.
115. Subject to the provisions of Section 297 of the Act and the other provisions of these Articles, a Director or his relative firm in which such Director or relative is a partner, any other partner in such a firm or a Private Company, of which such Director is a member of Director, may enter into a contract with the Company for the sale, purchase or any supply of goods, material or services or for underwriting the subscription of any shares in, or debentures of the Company provided that the consent of the Directors in obtained by a Resolution passed at a meeting of the Directors before the contract is entered into or within three months of the date on which it was entered into. No such consent, however shall be necessary to any such contract or contracts for the purchase or sale of goods, materials for cash at prevailing market price or for the sale, purchase or supply of goods, materials or services in which either the Company or the Directors firm, partner of Private Company as the case may be regularly trades or does business provided that the value of such goods and the costs of such services do not exceed five thousand rupees in the aggregate in any calendar year comprised in the period of the contact or contracts or the Directors so contracting or being so interested shall not be liable to the Company for any profit realised by any contract or the fiduciary relation thereby established.
116. A Director who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement entered into by or on behalf of the Company, shall disclose the nature of his concern or interest in a meeting of the Board in the manner provided in Section 299(2) of the Act, provided that it shall not be necessary for a Director to disclose his concern or
- Terms to enter into a contract with the Dissector or his relative firm.
- Directors interest in a contract and its disclosure to the Board.

interest in a contract arrangement entered into or to be entered into with any other company or two or more of them together held not more than two percent or the paid-up share capital in such other Company or the Company as the case may be, a General notice give to the Board by the Director, to the effect that he is a Director or member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the notice be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern or interest in relation to any contact or arrangement so made. Any such General Notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such General Notice, and no renewal there of shall be of effect unless, either it is given at a meeting of the Board of the Directors concerned takes reasonable steps to secure that it is brought up and read and at the first meeting of the Board after it is given.

Restriction on Directors participation in decision on a contract wherein he is interested.

117. No Director shall as Director take any part in the discussion of, or vote on any contract or arrangement entered into or to be entered into or on behalf or on behalf of the Company; if he is in any way, whether directly or indirectly, concerned or interested in such contact or arrangement, nor shall his presence count for the purpose of forming a quorum and the time of any such discussion of vote; and if he does vote; his vote shall be void; provided however that nothing herein contained shall apply to.

a) Any contract of indemnity against any loss which the Director or any one or more of them suffer by reason of being sureties or a surety for the Company.

b) Any contract or arrangement entered into or be entered into with a Public Company or a Private Company which is subsidiary consists solely

i) in his being:

a) a Director of such Company, and

b) the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof he having been nominated as such Director by the Company, or

ii) in his being member, holding not more than two percent of its paid-up Share Capital.

Registers to be maintained

118. The Company shall keep a register in accordance with Section 301(1) Act and shall within the time specified in Section 301 of the Act enter therein such of the particulars as may be relevant having regard to the application thereto of Section 297 or Section 299 of the Act as the case may be. The register aforesaid shall also specify, in relation to a Director, the names of bodies corporate and firms of such notice has been given by him under Article 116. The register shall be kept at the office and shall be open to inspection of members in accordance with Section 301(5) of the Act.

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| 119. A Director may be or become a Director of any Company promoted by the Company, or in which it may be interested as a vendor, share-holder or otherwise, and no such Director shall be accountable for any benefits received as Director or shareholder of such Company except in so far as Section 314(6) or Section 314 of the Act may be applicable.  | Appointment of Director in other firms, where the Company is interested. |
| 120. 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 of retirement of Directors by rotation and save as expressly provided in the Act and these Articles; be appointed by the Company in General meeting. The remaining Directors shall be in accordance with these Articles.  | Retirement of Directors by rotation                                      |
| 121. At every Annual General Meeting of Company; one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to one third shall retire from office.   | No. of Directors to be retired   |
| 122. Subject to the provisions of Sections 262(2) and 284(5) of the Act, the Directors to retire by rotation under Article 121 at every Annual General Meeting shall be those who have been longest in office their last appointment but 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.   | Conditions for retirement  |
| 123. A retiring Director shall be eligible for re-election.  |  |
| 124. Subject to the provision of Section 255, 256, 258, 261, 264, 314 and other applicable provisions if any, of the Act and these Articles, the Company at the Annual General Meeting at which a Director retires in the manner aforesaid may fill-up the vacated office filled up by electing the Retiring Director or some other person thereto.  | Filing the Vacancies of retiring Directors/s                             |
| 125. If the place of the Retiring Director is not 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 public holiday at then next succeeding day which is not a public holiday, at the same time and place.   | Conducting and adjourned meeting to elect the Director                   |
| 126. 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, subject to these Articles be deemed to have been re-appointed at the adjourned meeting, unless:<br><br>i) At that meeting or at the previous meeting a resolution for re-appointment of such Director has been put to the meeting and lost;<br><br>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;<br><br>iii) He is not qualified or is disqualified for appointment<br><br>iv) A resolution whether special or ordinary is required for the appointment or re-appointment by virtue of any provisions of the Act; or | Retiring Directors deemed to have been re-appointed                      |

- v) The provision to sub-section (2) of Section 263 or subsection (3) of Section 280 of the Act is applicable to the case.
- No. of Directors to be appointed by a single resolution.
127. a) At every Annual General Meeting, 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 resolution that it shall be so made has been first agreed to by the Meeting without any vote being given against it.
- b) A resolution moved in contravention of sub-article (a) of this Article shall be void whether or not objection was taken at the time of being so moved provided that where a Resolution so moved is passed, no provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply.
- c) For the purpose of this Article a motion for approving a person's appointment or for maintaining a person for appointment shall be treated as motion of his appointment.
- Conditions for electing any Member as Director
128. A person who is not a Retiring Directors shall, subject to the provision of the Act and these Articles, be eligible for appointment to the office of the Director at any General Meeting, if he or some member intending to propose him, has not less than 14 days before the meeting, left at the office of the Company a Notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office as the case may be.
- Changing in the No. of Director/s removal of Director
129. i) Subject to the provisions of Sections 252, 255 and 259 of the Act, the Company may, by Ordinary Resolution, from time to time, increase or reduce the number of Directors and may alter their qualification.
- ii) The Company may subject to the provisions of Section 284 of the Act remove any Director before expiration of his period of office and appoint another duly qualified person in his stead. The person so appointed shall hold office till such time as the Director in whose place he is appointed would have held the same if he had not been removed.
- Return to the Registrar on Directors
130. i) The Company shall keep at its Registered Office, Register containing the particulars of its Directors and other persons mentioned in Section 303 of the Act and shall within the period of 30 days mentioned in the said Section, send to the Registrar a return contain the particulars specified therein, and shall otherwise comply with the provisions of the Section in all respects.
- ii) The Company shall keep at its Registered Office a Register in respect of the share and or Debentures of the Company held by its Director, or Manager, if any, as required by Section 307 of the Act, and shall otherwise duly comply with provisions of the said section 307 of the Act, and shall otherwise duly comply with the provisions of the said sections in all respects. Register of Shares debentures held by Director
- Directors obligation to inform the company his appointment in other Companies
- iii) Every Director of the Company (including a person deemed to be Director by virtue of the explanation to sub-section (l) of Section 303 read with Section 7 of the Act) and other persons mentioned in Section 303 of the Act shall, within 21 days of his appointment to any of the

above offices in any other body corporate disclose to the Company the particulars relating to his office in other body corporate which are required to be specified under sub-section (1) of Section 303 of the Act.

- iv) Every Director and every person deemed to be a Director of the Company by virtue of sub-section (10) of Section 307 of the Act, shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of the Section.

Director other  
Obligations.

#### **XV. MANAGING DIRECTOR OR JOINT MANAGING DIRECTORS**

131. a) Subject to the provisions of Act and these Articles, the Board shall have power to appoint from time to time one or more of their body to the office of the Managing Director, or joint Managing Director/s, or whole time Director for such period and on such terms as they think fit, such period not exceeding five years at time. A director so appointed shall not whilst holding that office be subject retirement by rotating. The Board may, subject to these Articles, by resolution vest in such Managing Director or Joint Managing Director's 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 the Managing Director or Joint Director/s or whole time Director may be by way of monthly-payment, participating in profits or by either or both these modes or any other modes or any other mode not expressly prohibited by the Act.
- b) Subject to the superintendence, control and directions of the Board and subject to the other provisions of these Articles, the Managing Director shall manage the whole of the business of the Company and all its affairs, shall exercise all powers, control its finances, appoint and manage employees of all grades, and perform all duties generally in relation to the management of affairs and transactions of the Company, as may be proper or expedient and in particular, exercise the powers conferred on the Board, except those which can only be exercised by the Board or the Company in general meeting, and the Managing Director shall always act for and on behalf of the Company in the management of its affairs.
- c) A Managing Director holding office is not subject to retirement by rotation.
- d) In the event of there being more than one Managing Director at any time holding office, whether designated as Managing Director or Joint Managing director, or otherwise, then, unless otherwise provided by the terms of their appointment or unless otherwise directed by the Board all the powers vested in the managing Director (s) by or under these presents shall be exercisable by either of them severally. They shall be deemed to hold their office under separate contract of service and not with standing the termination of the office of any of the Managing Director(s) the other Managing Director(s) shall be entitled to act and exercise all the powers conferred under these presents on the Managing Director(s).

A p p o i n t m e n t  
remuneration of  
Managing Director/  
s Joint Managing  
director/s and their  
powers

132. The Managing Director, Joint Managing Director/s, shall not exercise the power to :
- a) Make calls on shareholders in respect of money unpaid on their shares in the Company, and
  - b) Issue debentures and exceed to the extent mentioned in a resolution passed pursuant to Section 292 of the Act, the Managing director, Joint Managing Director/s shall also not exercise the powers to.
  - c) Borrow moneys
  - d) Invest the funds of the Company, and
  - e) Make loans.
- Disqualification for appointment as MD/JMD
133. The Company shall not appoint or employ, or continue the appointment of employment of a person as its Managing or whole time Director/s who:
- a) is an undischarged insolvent or has at any time been adjudged an insolvent,
  - b) suspended, or has at any time suspended with his creditors, or makes or has at any time made, a composition with them, or
  - c) is, or has at any time been convicted by a Court or an offence involving moral turpitude.
- Conditions for removal of MD/JMD
134. The managing Director or Joint Managing Director or Joint Managing Director/s shall not, while he continues to hold that office, be subjected to retirement by rotation in accordance with Article 120, but they shall be subject to the same provisions as to resignation and removal, as the other Directors and if he ceases to hold the office of Director he shall ipso fact and immediately ceases to be the Managing Director/Joint Managing Director/s.
- XVI. PROCEEDINGS OF THE BOARD**
- Board when to meet
135. The Directors may meet together as a Board for the dispatch of business from time to time as provided in Section 285 of the Act, the Director may adjourn and otherwise regulate their meetings as they think fit.
- Who can summon a meeting.
136. "The Managing Director/Joint Managing Director/s may at any time and the Secretary shall, upon the request or any two Directors may at any time, convene a meeting of the Board" :-
- Quorum for Board Meeting
137. Subject to Section 287 of the Act the quorum for a meeting of the Board shall be one-third of its total strength (excluding Directors, if any, whose places may be vacant at the time and any fraction contained in that one third being rounded off as one) or two Directors, whichever is higher Provided that where at any time the number of the interested Directors, exceeds or is equal two thirds of the total strength the number of the

remaining Directors; that is to say; the number of Directors who are not interested, present at the meeting being not less than two shall be the quorum during such time.

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| 138. If a meeting of the Board could not be held for want of a quorum, then the meeting shall automatically stand adjourned to such other time as may be fixed by the Chairman not being later than seven days from the date originally fixed for the meeting.   | Adjournment of meeting for want of quorum. |
| 139. The Board shall have the right to appoint one of the Directors of the Company as the Chairman of the Board of Directors of the Company, and delegate such power as they deemed fit from time to time. If at any meeting of the Board if the Chairman is not present within fifteen minutes after the time appointed for holding the same the Directors may choose one of their members to be Chairman of the meeting.   | Chairman of Board                          |
| 140. Questions arising at any meeting of the Board shall, subject to these Articles, be decided by a majority of votes.  | Casting Vote of Chairman.                  |
| 141. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or under the Act or these Articles, as for time being vested in or exercisable by the Board Generally.   | Power of Board                             |
| 142. Subject to the restrictions contained in Section 292 of the Act the Board may delegate any of its powers to Committees of the Board consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such committee of the Board either whole or in part, and either as to persons or purposes but every Committee of the Board 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 Board. All Acts done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purposes of its appointment but not otherwise shall have the like force and effect as if done by the Board. | Powers delegated to the Committees.        |
| 143. The meeting and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating, the meeting and proceedings of the Board including the voting rights of the chairman and the keeping of minutes thereof, so far as the same are applicable thereto and are not superceded by any regulations made by the Board under the last proceeding Article.   | Proceedings of the Committees              |
| 144. No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation unless the resolution has been circulated in draft, together with necessary papers, if any to all the Directors, or to all the Members of the Committee, at their respective addresses   | Procedure for passing resolution.          |

provided for such purpose and has been approved by the majority of such of the directors or members of the Committee as are entitled to vote on the resolution.

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| Validity of acts done by Committee | 145. All Acts done by any meeting of the Board or by a Committee of the Board or by any person Acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons Acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed was qualified to be Director and had not vacated his office or his appointment had not been terminated. Provided that nothing in this Article shall be deemed to have validity to Acts done by Director after his appointment has been shown to the Company to be invalid or to have terminated.   |
| Minutes of the meeting.            | 146. a) The Company shall cause minutes of all the Board meetings to be kept in accordance with Section 193 of the Act.<br><br>b) Any such minutes shall be evidence of the proceeding recorded therein.   |
| Restrictions on the Board.         | 147. Subject to the provisions of the Act and these Articles, the control of the Company shall be vested in the Board who shall be entitled to, exercise all such powers and to do all such Acts and things as the Company is authorised to exercise any power to do any Act or thing which is directed or required, whether by the Act or any other statute or by the Memorandum of the Company or by these Article 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 in that behalf contained in the Act or an other statute or in the Memorandum of the Company or in these Articles or any regulations therewith duly made thereunder, including, regulations made by the Company in General Meeting but no regulations 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.   |
| Management of Financial resources  | 148. Before recommending any dividend the Board may from time to time set aside out of the profits of the Company such sums as they may think proper for depreciation or to depreciation Fund or to an insurance Fund or Sinking Fund or any special fund to meeting contingencies or to repay debentures or debenture-stock or for equalising dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes as the Board may, in its absolute discretion but subject to these Articles, think conducive to the interest of the Company, and subject to Section 292 of the Act, may from time to time invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than shares of the company) as it may think fit and from time to time deal with every such investments and dispose of any apply and expend all or any part thereof, for the benefit of the Company, in such manner and for such purposes as the Board in its absolute discretion, but subject to these Articles think conducive to the interest of |

the company notwithstanding that the matter to which the Board apply or upon it expends the same or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended, and may divide the Reserve Fund into such Special Funds as the Board may think fit, with full power to transfer the whole or any portion of a Reserve Fund or division of Reserve Fund and with power to employ the assets consisting all or any of the above funds including Depreciation Fund in the business of the Company or in the purchase or repayment of debentures or debenture-stock and without being bound to keep the same separate from the other assets and without being bounded to pay interest on the same with power, however to the Board at its to discretion to pay or allow to the Credit of such funds interest at such rates as Board may think proper not exceeding nine-percent per annum.

#### **XVII. MANAGEMENT**

149. The Company shall not appoint or employ at the same time more than one of the categories of managerial personal named in Section 197A of the Act.

#### **XVIII. THE SECRETARY**

150. The Board may, subject to these Articles, from time to time appoint and at its discretion remove any individual, subject to the provisions of Section 383 of the Act (hereinafter called the "Secretary") to perform any functions which by the Act are to be performed by the Secretary, and to execute any other purely ministerial or administrative duties which may from time to time be assigned to the secretary by the Board.

#### **XIX. THE SEAL**

- 151 a) The Board shall provided a Common Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Board shall provide for the safe custody of the seal for the time being; and the seal shall never be used except by the Authority of the Board or a Committee of the Board previously given.
- b) The Company shall also be at liberty to have an Official Seal in accordance with Section 50 of the Act for the use in any territory, district or place outside India.

Signing of Deed/  
instrument

152. Every deed or other instrument to which the Seal of the Company is required to be affixed shall, unless the same is executed by a duly constituted attorney, be affixed in the presence of one Director who shall sign the same in token thereof and shall be countersigned by the Company Secretary or some other person appointed by the Board for the purpose.

## XX. DIVIDENDS

Proportion to the  
share capital

153. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles and subjected to the provisions of these Articles shall be divisible among the Members in proportion to the amount of capital paid-up on the shares held by them respectively.

Amount of dividend

154. The Company in Annual General Meeting may declare dividends to be paid to members according to their respective rights but no dividend shall exceed the amount recommended by the Board, but the Company in General Meeting may, subject to these Articles declare as smaller dividend.

Restrictions or  
payment of  
dividend

155. No dividend shall be declared or paid otherwise than out of profits of the financial year arrived at after providing for depreciation in accordance with the provisions of Section 205 of the Act or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with these provisions and remaining undistributed or out of both provided that:

- a) If the Company has not provided for depreciation for any previous financial year or years it shall before declaring or paying dividend for any financial year provide for such depreciation but of the profits of that financial year out of the profits of any other previous financial year or years;
- b) If the Company has incurred any loss in any previous financial year or years the amount of the loss or an amount which is equal to the amount provided for depreciation for that year or those years whichever is less, shall be set off against the profits of the Company for the year for which the dividend is proposed to be declared or paid against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of Section 205(2) of the Act or against both.

Intrim dividend

156. The Board may from time to time pay to the Members such interim dividend as in their judgment the position of the Company is justified.

Restriction on  
profits for advance  
call money.

157. The Board may from time to time pay to the Members such interim dividend as in their judgement the position of the Company is justified.

158. The Company shall pay dividends in proportion to the amount paid-up on each share where a larger amount is paid-up on some shares than on others.

Entitlement for  
dividends.

159. The Board may retain the dividends payable upon shares in respect of which any person is under Article 60 entitled to become a member or which any person under the Article is entitled to transfer until such person shall become a Member in respect of such shares or shall duly transfer the same.

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| 160. Anyone of several persons who are registered as the joint holders of any share may give effectual receipts for all dividends on bonus and payment on account of dividends or bonus or other moneys payable in respect of such share.   | Dividend of Joint Shares.         |
| 161. No member shall be entitled to receive payment of any interest of dividend in respect of his share or shares whilst any money may be due owing from him to the Company in respect of such share of shares or otherwise howsoever, either alone or jointly with any other person or persons, and the Board may deduct from the interest or dividend payable to any Member all sums of money so due from him to the Company.   | Deduction of dues from dividends. |
| 162. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.  |                                   |
| 163. i) Unless otherwise directed, any dividend may be paid by cheque or warrant or by a pay slip or receipt having the force of a cheque or warrant sent through the post to the registered address of the member or person entitled in case of joint holders to that one of them first named in the Register of Members in respect of the joint holding. Every such cheque or warrant shall be made payable to the order of the person to whom it sent.<br><br>ii) The Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission, or for any dividend lost to the member or person entitled there to by the forged endorsement of any cheque or warrant or the forged signature of any pay slip or receipt or the fraudulent recovery of the dividend by any other means.                              | Mode of payment of dividend       |
| 164. Any dividend unclaimed shall regulated as per Section 205A for the Act.  | Unclaimed dividend                |
| 165. No unpaid dividend shall bear interest as against the Company.   |                                   |
| 166. Any General Meeting declaring a dividend may on the recommendation of the Board make a call on the Members of such amount at the meeting fixes but so that the call on each Members shall not exceed the dividend payable to him and so that the call be made payable at the same times as the dividend may, if so arranged between the Company and the Members, be set off against the calls.   | Dividend and call together.       |
| 167. a) The Company in General Meeting may, upon the recommendation of the Board, and subject to these Articles, resolve that any moneys, investments or other assets forming part of the undivided profits of the company standing to the credit of the Reserve Fund or any Capital Redemption Reserve Account or in the hands of the Company and available for dividend (or representing premium received on the issue of share and standing to the credit of the Share Premium Account) be capitalised and distributed amongst such of the share holders as would be entitled to receive the same if distributed by way of dividend and in the same proportions of the footing that they become entitled thereto as capital and that of such shareholders in paying up in full, either at par or at such premium as the resolution may provide, and unissued | Issue of Bonus Shares.            |

shares or debentures or debenture stock of the Company which shall be distributed accordingly towards payments of the uncalled liability on any issued shares or debentures or debentures stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction, of their in the said capitalised sum provided that a Share Premium Account may, for the purpose of this Article only be applied in the paying up of unissued shares to be issued to Members as fully paid bonus shares.

- b) A general Meeting may resolve that any surplus moneys arising from the realisation of any Capital assets of the Company or any investments representing the same or any other undistributed profits of the Company not subject to share for Income Tax distributed among the Member on the footing that they receive the same as capital.
- c) For the purpose of giving effect to any resolution under the preceding paragraphs of this Article the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificate and may fix the value for distribution of any specific assets and may determine that such cash payment shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs.10/- may be disregarded in order to adjust the rights of all parties and may vest such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend of capitalised funds as may seem expedient to the Board. Where requisite a proper contract shall be delivered to the persons titled to the dividends or capitalised fund, and such appointment shall be effective.

## XXI. ACCOUNTS

Maintenance of Books of Accounts

- 168 A) The Board shall cause to be kept in accordance with Section 209 of the Act proper books with respect to :
- i) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place;
  - ii) All sales and purchases of goods by the Company;
  - iii) The assets and liabilities of the company.
- b) The books of account shall be kept at such place or place or places as the Board may, determine in accordance with the provisions of Section 209 of the Act and shall be open to inspection by any Director during business hours.
- c) The Company shall preserve in good order the books of accounts relating to a period of not less than eight years proceeding he current year.

Limitations of members inspecting Accounts.

169. The Board shall from time to time determine whether and to what extent and at which times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to

the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the company except as conferred by law authorised by the Board.

170. The Board shall from time to time, in accordance with Sections 210, 211, 212, 215, 216 and 217 of the Act, cause to be prepared and to be laid before the Company in General Meeting. Such Balance Sheets, Profit and Loss Accounts and reports as are required by these Sections.
171. A copy of every such Profit and Loss Account and Balance Sheet (including the Auditor's Report and every other document required by law to be annexed or attached to the Balance Sheet) shall at least twenty one days before the meeting at which the same are to be laid before the Members, be sent to the Members of the Company, to holders of debentures issued by the Company (not being debentures which ex-facie are payable to the bearer thereof) to trustees for the holders of such debentures and to all other persons entitled to receive notice of General Meetings.

Accounts to be placed in General Meeting.

## XXII. AUDIT

172. Auditors shall be appointed and their rights and duties regulated in accordance with section 224 to 233 of the Act and the other provisions of these Articles.
173. Every account of the company when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. When any such error is discovered within that period the account shall forthwith be corrected and henceforth shall be conclusive.

Accounts when passed will be treated final.

## XXIII. DOCUMENT AND NOTICE

174. a) A document or notice may be served or given by the Company on any Member either personally or by sending it by post to him to this registered address or, if he does not have a registered address in India, to the address, if any, in India supplied by him to the Company for serving documents or notices on him.
- b) Where a document or notices sent by post, service of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a Member has intimated to the Company in advance that documents or notices should be sent to him under certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and, where a document or notice is sent by post such service shall be deemed to be effected unless it is sent in the manner intimated by the member and, where a document or notice is sent by post such service shall be deemed to have been effected, in the case of a meeting, at the expiration of forty eight hours after the letter containing the notice is posted and, in any other case at time at which the letter would be delivered in the ordinary course of post.

- Service by newspaper advertisement.
175. A document on notice advertised in a newspaper circulating in the neighborhood of the office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has not registered address in India and has not supplied to the Company address within India for the serving of documents on or the sending of notice him.
- Service on Jointholder
176. A document or notice may be served on or given by the Company or to the joint-holder of a share by serving or giving the document or notice on the joint-holder named first in the Register of Members in respect of the share.
- Service in case of death etc.
177. A document or notice may be served on or given by the Company the persons entitled to a shares in consequences of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address; if any, in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving he document or notice in which the same might have been given if the death or insolvency had not occurred.
- To whom notice of General Meeting to be sent.
178. Documents or notices of every General Meeting shall be served or given in same manner herein before authorised on or to (a) every Member, (b) every person entitled to a share in consequence of the death, insolvency of a member and (c) the Auditor or Auditors for the time being of the Company.
- Transferor bound by notice
179. Every person, who by operation of law, transfer, or other means whatsoever shall become entitled to any share, shall be bound by every document or notice in respect of such share which, previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derived his title to such share.
- Authority to send notices
180. Any document or notice to be served by or given by Company be signed by a director or some person duly authorised by the Board for such purpose, and the Signature thereto may be written printed or litho graphed.
- Mode of serving notices.
181. All documents or notices to be served or given by members on or to the Company or any office thereof shall be served or given by sending it to the company or officer at the office by post under a certificate of posting or by registered post, or by leaving it at the office.
- Sending notices to overseas members.
182. Notwithstanding and in addition to the provisions of Articles 17 to 181 (both inclusive) the Company shall, at the written request of any member whose registered address is situated outside India, send a copy of each such document nor notice to such members at such registered address by prepaid air mail at the same time as documents or notices are sent or given as herein before provided and, at the like request of such members at the same time a cable shall be sent to such Member at such registered address informing his that such document or notice has been so dispatched. The cost of sending such documents or notices by prepaid airmail and of sending such cables shall be for the account of the Members concerned who shall from time to time as may be necessary deposit with the Company a sum sufficient to meet the cost involved.

#### XXIV. WINDING-UP

183. a) If the Company shall be wound-up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be borne by the Members in proportion to the capital paid up at the commencement of the winding-up the shares held by them respectively, and if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid-up at the time of the winding up the excess shall be distributed amongst the Members in proportion to the Capital paid up at the commencement of the winding-up or which ought to have been paid up on the shares held by them, respectively. But this clause is to be without prejudice to the holders of shares issued upon special terms and conditions.
- b) The liquidator on any winding-up (whether voluntary, under supervision or compulsory) may, with the sanction of special Resolution but subject to the rights attached to any Preference Share Capital, divide among the contributories in specie any part of the assets of the Company and may, with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefits of the contributories as the Liquidator with the like sanction, shall think fit.

Distribution of assets

#### XXV. INDEMNITY AND RESPONSIBILITY

184. Subject to Section 201 of the Act every Officer or Agent for the time being of the Company shall be indemnified out of the assets of the Company against the proceedings whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.
185. a) Every Director, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall if any required by the Directors before entering upon his duties sign a declaration in a form acceptable to the Investors pledging himself to observe a strict secrecy respecting all transaction and affairs of the Company, including (without limitation) those with the customers and the state of the accounts with individual and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions of the Act or these Articles.
- b) No Member shall be entitled to visit or inspect any works of the Company without the permission of a Director or to require discovery of or any informaton respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or any other matter which may relate to the conduct of the business of the company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

Indemnity

Secrecy

Member not to enter the premises of the Company without permission

Sl. No.	Name, address, description and occupation of the subscribers with signatures	Witness signature, description, occupation and address
1)	<p style="text-align: center;">Sd/-</p> ERAGAM SUDHIR REDDY S/o. E. Ella Reddy M-22/3RT,Vijaynagar Colony Hyderabad – 500 457  Business	<p style="text-align: center;">Sd/-</p> T. VIJAY KUMAR S/o. T. Bali Reddy Chartered Accountant Office No.30, 1 Floor, Raghava Ratna Towers, Chirag Ali Lane, Hyderabad – 500 001.
2)	<p style="text-align: center;">Sd/-</p> OBUL PRATAP REDDY S/o. O. Bhaskara Reddy 8-2-504/A, Road No.4 Banjara Hills Hyderabad – 500 034  Business	
<p>Total number of equity shares taken.</p>		

Date : 3<sup>rd</sup> Nov. 1987

Place: Hyderabad



**UNDER THE COMPANIES ACT. 1956**

**Act 1 of 1956**

**(COMPANY LIMITED BY SHARES)**

## **Memorandum of Association**

**of**

### **IVRCL INFRASTRUCTURES & PROJECTS LIMITED**

- I. The name of the Company is "IVRCL INFRASTRUCTURES & PROJECTS LIMITED"
- II. The Registered Office of the Company will be situated in the State of Andhra Pradesh.
- III. The objects for which company is established are :
  - (A) 1. To organise, undertake, carry on in all their respective branches, all or any of the business contract of builders, earth work masonry and general construction contractors and haulers and among other things to construct, execute, carry out, equip, improve, work and repair and construct docks, harbours, wharves, canals, water-courses, reservoirs, embankments, irrigations, reclamations, railways and roadways, sewage, drainage and other sanitary works and installation of water, gas, electric and other supply works, houses, buildings flats and erections of the every kind and for carrying on any other businesses in connection with and ancillary to the above mentioned businesses like plastering, painting, distemperring walls and buildings or that are customarily or usually or particularly carried on in connection therewith or naturally incidental thereto.
  2. To acquire by purchase, lease, exchange hire or otherwise lands property of any tenure and to carry on the business of builders, contractors, dealers in and manufacture of prefabricated and precast houses, buildings and erection materials, tools, implements, machinery, metalware and flooring material in connection therewith or incidental thereto.

3. To carry on business as estate agents and estate managers and to collect rents, repair, look after and manage immovable properties of or for any persons, firms and companies Governments and States as well as of this company, to give, take, let and sublet and to carryout, undertake or supervise and building construction, altering, improving, demolishing and repairing operations and all other works and operations in connection with immovable estates and properties.
4. \*To construct, build, develop, maintain, operate, own and transfer infrastructure facilities including housing, roads, highways, bridges, airports, ports, rail systems, water supply projects, irrigation projects, inland water ways and inland ports, water treatment systems, solid waste management systems, sanitation and sewerage systems, or any other public facilities of a similar nature; any project for generation and/or distribution of electricity or any other form of power; and any project for providing telecommunication services.

( \* Inserted by Special Resolution Proposed at EGM held on 14-11-2002 and also passed through postal Ballot )

(B) The objects Incidental or Ancillary to the Attainment of the Main Objects are :

1. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights or liabilities of any person, firm or Company carrying any business, which the Company is authorised to carry on or possessed of property or rights suitable for any of the purposes of the Company and to purchase, acquire, promote and sell and deal in property, shares, stocks, bonds, debentures stocks or any such person, firm or Company and to conduct, make or carry on and to effect any arrangements in regard to the windingup of the business of any such persons, firm or company.
2. To purchase, take on lease or in exchange, hire or otherwise acquire and estates (Property or otherwise) land or lands in India or elsewhere and any rights of way, water rights and other rights, privileges and easements and concessions and factories, machinery, implements tools, live and dead stocks, stores, effects and other property, real or personal immovable machinery, immovable or movable of any kind.
3. To lend money with or without security or to guarantee the fulfillment and performance of contracts and obligations of any kind or nature and in particular the guarantee the payment of principal money, interest or other moneys debenture, stock, mortgages, charges, contracts, instruments and securities of any company or of any authority supreme, municipal, local or otherwise or of any person whomsoever whether incorporated or not incorporated and the payment of dividends on the repayment of the capital or stocks and shares of all kinds and description.
4. To receive money, securities, instruments, produce, valuables, title deeds on deposit from members and other on such terms and conditions and for such purpose purposes as may be deemed expedient and to deal with such funds, securities, valuables and title deeds in any manner whatsoever, but not to do Banking Business within the meaning of the Banking Regulations Act, 1949.
5. To make advance to customers and others without security and upon such terms as the Company may approve but not to do Banking business as defined in the Banking Regulations Act, 1949.

6. To undertake to sell, purchase or keep in deposit or undertake on any other terms goods, articles, merchandises or properties of any kind and dispose of the same according to the directions of the customers or in conformity with usage of the Trade.
7. To carry on or assist or participate in any other trade or business whether financial, commercial, mercantile, manufacturing or otherwise, which may seem capable of being conveniently carried on in connection with any of the above specified business or calculated directly or indirectly to promote the Company.
8. To purchase or otherwise acquire and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and to deal with property and rights of all kinds and in particular mortgage, charges, hypothecations, debentures, concessions, options, contracts, patents, licences stock, shares, bonds, book-debts, business concern and undertaking and claims, privileges and chose in action of all kinds.
9. To borrow or raise or secure the payment of money for the purpose of or in connection with the company business, to mortgage and discharge the undertaking and all real and personal property and assets present or future and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount and for such consideration and with such rights, powers and privileges as may be thought fit, debentures or mortgage debentures payable to bearer or otherwise and either permanent or repayable and collaterally or further to secure the securities of the company by a trust deed or other assurance.
10. To acquire real or leasehold estate and to purchase, construct, or otherwise acquire or provide in any place in which any part of the business of the Company may from time to time be carried on all such offices, warehouses, workshops, buildings, engine machinery, plant and appliances as may be considered requisite and essential for the purpose of carrying on the business of the company or any part thereof.
11. To erect building, sheds and the roads or houses on any land leased or purchased or to be leased by the Company and to enlarge, alter, or improve existing, sheds road or house's thereon.
12. To let on lease any machinery building equipment of the Company for the time being the property to the Company or property which will be acquired in due course whether as a whole or part to any person firm or company to the best advantage of this company.
13. To develop, repair, improve, extend, maintain, manage, mortgage, charge, exchange, sell, assign, transfer, dispose of or turn to account or otherwise deal with the whole or any part of the Company's assets.
14. To sell, exchange, lease, mortgage charge, develop, dispose, of or otherwise deal with the undertaking of the company or any part thereof upon such terms and for such considerations as the company may think fit, and in particular for shares or other securities of any other company having objects altogether or in part similar to those of this Company.

15. To Institute, conduct, defend, compound or abandon any legal proceedings by or against the company or its officer or otherwise concerning the affairs of the company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.
16. To refer any claims or demands by or against the company to arbitration and to observe and carry out the terms of the award.
17. To enter into partnership or into any arrangement for sharing profits, union, of interest, reciprocal, concessions, amalgamations, or co-operation with any person or persons, corporation or company or for redemption of debentures of redeemable preference shares or for any other purpose whatsoever conducive to the interests of the company.
18. To provide for the welfare of employees or ex-employees of the company and the wives and families or dependents or connections of such persons by building or contributing to the building of the houses, dwelling or chawls, by grants of money, pensions, allowances, bonuses or other payments or by creating from time to time subscribing or contributing to provident and other associations, institutions, funds, or trusts and by providing or subscribing or contributing towards places of institutions and recreation, hospitals and dispensaries, medical and other places of institutions and recreation, hospitals and dispensaries, medical and other attendances and other assistances as the company shall think fit and to subscribe or otherwise to assist or to guarantee money to charitable benevolent, religious, scientific, national or other institutions or objects, which shall have any moral, or other to support or aid by the company either by reason of locality of operation, or of public and general utility or otherwise.
19. To produce the incorporation, registration, other recognisations of the company in any country, state or place outside the union of India and to establish and maintain local registers and branches, place of business or in any part of the world.
20. To sell, improve, alter, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise, deal with any part of the lands, properties, assets and rights generally, the resources and undertaking of the Company in such manner and on such terms as the Directors may think fit.
21. To do all or any of the business of the Company as principals, agents, contractors, Trustees, Receivers or otherwise and by or through Trustees, Agents or otherwise either alone or in conjunction with others for the purpose of the business of the Company.
22. To draw, make, accept, endorse, discount, execute and issue promissory notes bills of exchange hundies, bills of lading, warrants debentures and other negotiable transferable instruments and to buy, sell and deal in the same but not to do the business of Banking as defined in the Banking Regulations Act, 1949.

23. To establish and maintain branches, receiving offices, purchasing and distributing centres and to enter into contracts of agency or agreements with any other person, or persons, firm company, association, manufacturers or producers for the establishment and maintenance of such branches, receiving office, purchasing and distributing centres of the business of the Company.
24. To pay cost, charges and expenses, preliminary incidental or relating to promotions, formation or registration or establishment for this or any other company.
25. To enter into any arrangement with any Government, State, Authority, Municipal, Panchayat, Local or otherwise that may seem conducive to the Companys objects or any of them and to obtain from such Government, State or Authority and rights, privileges and concessions which the company may thinkfit or desirable to obtain and to carry out and comply with any such arrangement and to exercise, dispose of or otherwise turn to account any such privileges and concessions.
26. To remunerate the servants of the Company and others out of and in proportion to the profits of the Company or otherwise as may be through fit.
27. Subject to the provisions of Section 293 and 293A of the Act, to subscribe or contribute or otherwise assist or grant money or to give donation in cash or kind to or to guarantee money for any national, international charitable, benevolent, educational, religious scientific general or other useful individual body or institutions, objects or purpose whatsoever or for any public general or other bodies.
28. Subject to the provisions of Section 511 of the Act, to distribute among the member in specie, any property of the Company or any proceeds of sale or disposal of any property of the Company upon windingup 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.
29. To promote, form and register and aid the promotion, formation and registration of Company or Companies, subsidiary or otherwise for the purpose of acquiring all or any part of the property, right and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to transfer to any such company and property of the Company and to be interested in or take or otherwise acquire, hold, sell or otherwise dispose of shares, stock, debentures and securities in or of any other company for all or any of the objects mentioned in this Memorandum to subsidise or otherwise assists any such company and to undertake the secretarial or other work, duties and business of any such company on such terms as may be arranged.
30. To sell or in any other manner deal with or dispose of the undertakings or properties of the Company or any part thereof for such consideration as the company may think fit and particularly for shares, debentures and other securities of any other company having objects or altogether or in part similar to those of this Company.
31. To accept payment for any property or rights sold, or otherwise dispose of or dealt with by the Company either in cash, by installments, or otherwise or in fully or partly paid up shares or other securities of any Company or corporation or partly in one and partly in another and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

32. To aid pecuniarily or otherwise any association, body or movement having for any object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
33. To pay for any property or rights acquired by the Company, either in cash or fully or partly paid up shares, by any securities which the Company has power to issue or partly in another and generally on such terms as the company may determine.
34. To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business authorised to carry on or the carrying, on of which is calculated to benefit this company or to advance its interests or which is possessed or property suitable for the purpose of the company.
35. To create any Depreciating Fund, Sinking Fund, or any other Special Fund, whether for depreciating or for repairing, improving, extending or maintaining any of the property of the company, or for any other purpose conducive to the interests of the company.
36. To promote, freedom of contract and to assist, insure against counter act and discourage interference with freedom of contract and subscribe to any association or fund for such purposes within constitutional means.
37. To train or pay for training in India or abroad of any of the Company's Director's members, officers, employees or any candidate in the interest of or for furtherance of the company's objects.
38. To apply for tender, purchase or otherwise acquire, contracts, subcontracts and concessions, for all or any of them and to undertake, execute, carry-out dispose of or otherwise turn to account the same and to subject all or any contracts from time to time and upon such terms and conditions as may be thought expedient.
39. To do all such other things as are incidental or conducive to the attainment of any of the above objects.

(C) OTHER OBJECTS

1. To establish, run and burn brick kiln, limestones, cement kilns and manufactures all or any of building material inclusive of prefabricating, paving liming and roofing materials and to purchase, sell, import and otherwise deal in lime burners, ceramics, sanitary fittings, iron and all other building materials.
2. To acquire, buy, sell, let on hire or otherwise deal in any movable or immovable property which the Company may think favourable by way of investment or with a view to resell or otherwise.
3. To carry on the business of general carriers, forwarding agents, establish and maintain transport services and make transport facilities available to the public and for merchandise of every description whatsoever.
4. To carry on the business of agriculturists, planters, cultivators, farmers and to plant, cultivate and deal in all kinds of goods, food, stuffs, oils, seeds, vegetables, fruits, grass, timber, bamboo, straw, cotton, jute, rubber, sugarcane, tea, coffee, coconuts cashew, tobacco, flowers and other commercial crops and to sell, purchase and deal in same as principal or agents and to deal in dairy, farm and garden produce of all kinds and in particular in milk products, poultry and eggs, fruits and vegetables, ham and pork and run production units using any of the items aforesaid.

5. To establish, maintain and operate, educational, charitable and other trusts.
6. To undertake development of computer software and all varieties of information technology services like inter-net, Portals, E-Commerce, on direct contract or sub contract and running and maintaining of institute/school providing computer education training, Information Technologies and training covering inter-alia with CAD / CAM, Animations, to render consultancy services and services in the filed of software development, turnkey projects and solutions, Software Export, information and data processing, Computer Systems, Communications, Multimedia Systems, Operations, Research and technical services including commercial exploitations, export, import and to act as distributors, dealers, authorised representatives, installers and commissioning agents of the same, to depute personnel to design and develop in India and abroad and to broadly undertake all activities encompassing the filed of information technology as may be permitted by law.
7. To organise, undertake, acquire, sell, export, import, lease, participate, carry on, deal in, enter into the business, as distributors, dealers, authorised representatives, service providers, installers, commissioning agents, design, develop and market at all stages, directly or indirectly, of all or, any of the respective branches, whether in India or, Abroad, of all Conventional and Non-Conventional energy resources, in any or all form/s, covering Renewable energy devices, Energy saving devices, Waste heat recovery systems, Co-generation systems, etc., with state-of-the-art-technology available from time to time, including solar energy systems, Photovoltaic cells, solar collectors, solar cookers, solar water heaters and systems, solar crop driers and systems, Solar refrigeration, cold storages and air-conditioning systems, solar steels and desalination systems, Solar power generating systems, Solar pumps based on solar thermal and solar photovoltaic conversion, Solar photovoltaic modules and panels for water pumping and other applications, wind energy systems, wind mills and any specially designed systems/devices which run on wind mills, any special devices including electric generators and pumps running on wind energy, Biogas plants and biogas engines, electrically operated including battery operated or fuel cell powered vehicles, Agricultural and municipal waste conversion devices producing energy, Equipment for utilising ocean waste and thermal energy and/or machinery and plant used in the manufacture any of the above categories, systems, and/or devices, as well as to take/give on rent, hire, maintain such systems and to broadly undertake all activities encompassing the above objects as may be permitted by law.

#### IV. Liability Clause

The liability of the members is limited

#### V. Capital Clause

The Aurhorised Share Capital of the Company is Rs. 40,00,00,000 (Rupees Forty Crores Only) divided into 17,50,00,000 (Seventeen Crores Fifty Lacs only) equity shares of Rs. 2/- each and 2,50,00,000 (Two Crores Fifty Lacs only) preference shares of Rs. 2/- each .

We the several persons, whose names, description and address are subscribed hereto 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 or respective names.

Sl. No.	Name, address, description and occupation of the subscribers with signatures	No. of equity shares taken by each subscriber	Witness signature, description, occupation and address
1)	Sd/- ERAGAM SUDHIR REDDY S/o. E. Ella Reddy M-22/3RT,Vijaynagar Colony Hyderabad – 500 457  Business	10 (Ten only)	Sd/- T. VIJAY KUMAR S/o. T. Bali Reddy Chartered Accountant Office No.30, 1 Floor, Raghava Ratna Towers, Chirag Ali Lane, Hyderabad – 500 001.
2)	Sd/- OBUL PRATAP REDDY S/o. O. Bhaskara Reddy 8-2-504/A, Road No.4 Banjara Hills Hyderabad – 500 034  Business	10 (Ten only)	
Total number of equity shares taken.		<u>20</u> (Twenty only)	

Date : 3<sup>rd</sup> Nov. 1987

Place: Hyderabad