



सत्यमेव जयते

No. 11-37017

**FRESH CERTIFICATE OF INCORPORATION  
CONSEQUENT ON CHANGE OF NAME**

**IN THE OFFICE OF THIS REGISTRAR OF COMPANIES,  
MAHARASHTRA, BOMBAY.**

**In the matter of ASHA LAXMI COMMERCIAL SERVICES LIMITED**

I hereby approve and signify in writing under Section 21 of this Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G.S.R. 507E dated the 24th June 1985 the change of name of the Company.

**from ASHA LAXMI COMMERCIAL SERVICES LIMITED**

**to AUTORIDERS INTERNATIONAL LIMITED**

and I hereby certify that **ASHA LAXMI COMMERCIAL SERVICES LIMITED** which was originally incorporated on **THIRTY FIRST** day of **JULY, 1985** under the Companies Act, 1956 and under the name **ASHA LAXMI COMMERCIAL SERVICES LIMITED** having duly passed the necessary resolution in terms of section 21 of the Companies Act, 1956 the name of the said Company is this day changed to **AUTORIDERS INTERNATIONAL LIMITED** and this certificate is issued pursuant to Section 23(1) of the said Act.

**GIVEN UNDER MY HAND AT BOMBAY THIS SIXTEENTH day of  
DECEMBER One Thousand nine hundred NINETY FOUR.**



Sd/-

**(S. P. KAMBLE)**

**ADDL. REGISTRAR OF COMPANIES  
MAHARASHTRA, BOMBAY**



सत्यमेव जयते

No. 37017

**CERTIFICATE FOR COMMENCEMENT OF BUSINESS**

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

I hereby certify that the **ASHA LAXMI COMMERCIAL SERVICES LIMITED** which was incorporated under the Companies Act, 1956, on the **THIRTYFIRST** day of **JULY 1985**, and which has this day filed a duly verified declaration in this prescribed form that the conditions of section 149 (2) (a) to (c) of the said Act, have been complied with is entitled to commence business.

Given under my hand at **BOMBAY** this **TWENTYFIRST** day of **AUGUST** One Thousand nine hundred and **EIGHTY FIVE**.



Sd/-

(O. P. JAIN)

Addl. Registrar of Companies  
Maharashtra, Bombay.





सत्यमेव जयते

मार्क० आई० भार०  
Form I.R.

निगमन का प्रमाण-पत्र  
**CERTIFICATE OF INCORPORATION**

No. 37017 of 1985

I hereby certify that **ASHA LAXMI COMMERCIAL SERVICES LIMITED** is this day incorporated under the Companies Act, 1956 (No.1 of 1956) and that the Company is Limited.

Given under my hand at **BOMBAY** this **THIRTYFIRST** day of **JULY** One thousand nine hundred and **EIGHTY FIVE**.



Sd/-  
**(V. GOVINDAN)**  
Registrar of Companies



सत्यमेव जयते

**GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS**

Central Processing Centre  
Plot No. 6,7, 8, Sector 5, IMT Manesar, Manesar, Haryana, India, 122050

Corporate Identity Number: L70120MH1985PLC037017 / L70120MH1985PLC037017

**SECTION 13(1) OF THE COMPANIES ACT, 2013**

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

The shareholders of M/s AUTORIDERS INTERNATIONAL LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 08/04/2025 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

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

Given under my hand at ROC, CPC this TWENTY FIRST day of APRIL TWO THOUSAND TWENTY FIVE

Certification signature by \*.mca.gov.in,  
Validity Unknown

Digitally signed by  
\*.mca.gov.in

Date: 2025.04.21 11:39:35 IST

N Chinnachamy

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Central Processing Centre

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

**AUTORIDERS INTERNATIONAL LIMITED**

**4A VIKAS CENTER 104S V ROAD SANTACRUZ WEST, NA, MUMBAI- 400054, Maharashtra, India**





**THE COMPANIES ACT, 1956  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
AUTORIDERS INTERNATIONAL LIMITED**

- I. The name of the Company is AUTORIDERS INTERNATIONAL LIMITED.
- II. The Registered office of the Company will be, situated in the State of MAHARASHTRA.
- III. The Object for which the Company is incorporated are:

**(A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE :-**

1. To advise and render services in all matters and problems relating to administration, management, transportation, printing, advertising, process, systems, and account, training of personnel, marketing, distributing and selling methods and principles to develop procedures and principles of and engage in research of all the problems relating to the administration, business methods techniques, personnel for commercial, industrial and business purposes, distribution, marketing and selling to collect, analyses, process, interpret, distribute and circulate data, statistics and information relating to any type of business or industry, to analyses, college, examine, consider, formulate, report and recommend on the means and/or methods for extending and/or developing and/or improving and/or promoting and/or managing any type of commerce, business or industry, organization and methods, techniques and procedures, to consider and evaluate problems relating to manufacture, production, storage, distribution, finance, purchasing, marketing and sale and/or relating to the rendering of any services, to render the above services to any person, firm, company, trust, association, institution, society, body corporate, government or government department, public or local authority, any other organization whatsoever, and to finance by way of loans or advance or subscribing to capital of any industrial enterprises in india and to render all such other services as may be ancillary or incidental to any of the foregoing matters and problems.
2. \*To carry on the business of buying, selling, manufacturing, dealing in and advise and provide consultation on buying, selling and dealing in, automobiles, motorcars, lorries, buses, vans, motorcycles, cycle-cars, motor, scooters, carriages, amphibious vehicles, and vehicles suitable for propulsion on the land, sea, or in the air or in any combination thereof and vehicles of all descriptions, whether propelled or assisted by means of petrol, diesel, spirit, steam, gas, electrical, Flexible fuel (FFVs), animal, or other power, and of internal combustion and other engines, chassis-bodies and other components, parts and accessories and all machinery, implements, appliances, apparatus, lubricants, solutions enamels and all things capable of being used for, or in connection with the maintenance, and working of motors to promote, represent, organize, undertake, establish, conduct, handle, arrange, manage, own, operate, participate, facilitate, sponsor, encourage and provide transport facilities in the form of taxi, cabs or otherwise to provide services as a package tour operators for religious, educational and picnic purposes; daily passenger service operators, conducted tour operators; travelling agents for booking and reserving accommodation, seats, berths, compartments, coupes, bogies on railways, motor ships, motor boats, airplanes, steamships, motor buses and omnibuses, etc.; vehicle booking agents, hotel booking agents; authorized railway ticket agents, ship booking agents, authorized airlines ticket booking representatives of other travelling agencies, to provide for guides, safe deposits & baggage transport; to own, engage, hire, let on hire, contract or arrange buses, coaches, bogies, charter flights, luxury cruises, helicopters, motor launchers boats, taxis, rickshaws and other vehicles for tourists & passengers and to provide such facilities for national & international tourists for the accomplishment of the above objects.

(\*Altered by a Special resolution passed at the Annual General Meeting of the Company held on September 14, 2022

For AUTORIDERS INTERNATIONAL LTD. -  
*newbandam*  
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3. To carry on the business of manufacture, fabricate and assemble, buy, sell, import, export, resell, franchise, marketing, and deal in automobile parts of all kinds and descriptions, automotive and other gears, transmission, and other axles, universal joints, springs, leaves, head lamps, sealed beams, induction hardened pins, axles, alloy springs, accessories and fittings of all kinds and to act as brokers and marketing agents for aforesaid items and to carry on the business of garage keepers, showroom owners for motors and vehicles and suppliers of and dealers in petrol, electricity and other motive power for motors and other vehicles and to provide Support/Consulting Services.
4. To carry on the business of manufacturing, buying, selling, importing, exporting and dealing in textiles, cotton, silk, art silk, rayon, nylon, synthetic fibers, staple fibers, polyester, worsted, wool, hemp and other fiber materials, yarn, cloth, linen, rayon and other goods or merchandise whether textile felted, netted or looped and carry on the business of importers, exporters, buyers, sellers, dealers and as agents, stockiest, distributors and suppliers of all kinds of ready-made garments, coverings, coated fabrics, textiles, hosiery and silk or merchandise of every kind and description and other production goods, articles and things as are made from or with cotton, nylon, silk, polyester, acrylics, wool, jute and other such kinds of fiber by whatever name called or made under any process, whether natural or artificial and by mechanical or other means and all other such products of allied nature made thereof.
5. \*To carry on the business as builders, property developers, Engineering Contractors, and Civil, mechanical and labour contractors, building and erection engineers, consultants, dealers in, importers, exporters and manufactures of prefabricated and precast houses, materials, tools, implements, machinery and metal ware in connection therewith or incidental thereto and also to alter, demolish, removal or carry out repairs on such Favorable terms and deemed fit and to carry on the business of designers, Real Estate owners, layout promoters and also act as real estate brokers, realtors and agents and other service providers and to carry on any other business that is customarily, usually and conveniently carried on there within or outside India and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same, dispose off or maintain the same and give away for rentals and to carry on the business of contractors, subcontractors, quasi contractors and to undertake contracts and subcontracts relating to construction, modification, repairing, alteration, construction, removal, redecoration, redesigning, enlarging, improving and designing of civil work, building for whatever use, roads, approach roads, streets, circles, squares, parks, gardens, statues, parking places, bridges, dams, watercourses and reservoirs, tunnels, earthworks, sewers, tanks, drains, sewage lighthouses, towers, transmission towers, pipelines, underground cables, railway tracks, railway sidings, runways shipyards, stockyards, culverts, channels whether on a turnkey basis or on labour contracts or otherwise and to carry on the business of establishing and/or promoting support services whether information technology-enabled or otherwise including but not limited to placement services, enterprise content and data services, web services, transports, Back office operations, manpower supply, maintenance of information systems and act as consultants for the aforementioned services and businesses."

**(B) OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS:**

6. To act as Management, Corporate, Legal Consultants and to provide advice, services, consultancy in various fields such as general, administrative, commercial, legal, economic, labour, industrial, public relations, scientific, technical, statistical, accountancy, quality control, data processing and various tax laws.



7. To promote, take part in formation, supervision, and control of the business and operations of a company, firm, body corporate or undertaking and to act as an issue house, registrars to the issue and share transfer agents, financial advisers, technical consultants and in any other capacity.
8. To render services in relation to the promotion, formation, incorporation, amalgamation, reconstruction, re organization, and/or winding up of Companies.
9. To render services as may be rendered by a share transfer agent, an issue house, and share and stock broker, a secretarial consultant.
10. To render services as may be rendered by an adviser to a company on management, including any legal or procedural matter falling under the Companies Act. 1956, the Securities contracts (Regulation) Act, 1956; any of the rules or by law made by a recognized stock exchange, the M.R.T.P. Act, 1969, the F.E.R.A., 1973, the Industries (Development & Regulation) Act, 1956 the capital issue (Control) Act, 1947, or under any other law for the time being in force.
11. To carry out investigation to ascertain the financial position of a business for the information of interested parties in connection with matters such as a new issue of share capital, the purchase or sale or financing of a business, reconstruction or amalgamations.
12. To assist the clients/companies in preparing their loan applications to Banks and/ or Central or State financial institutions as may be deemed fit and to prepare project reports, agreements, undertakings, deeds and to do all other things as may be incidental to the same.
13. To give advice in the matters of sales tax, income tax, wealth tax, estate duty and any other direct or indirect taxes and to plead and/or represent their cases before the authorities concerned.
14. To render services of transportation of goods by motor, vehicles, sea, air, or in any other manner whatsoever and to carry on all or any of the following business i.e. general carriers, transporters, railway and forwarding agents, ware housement and store keepers.
15. To act as agents, brokers or representatives of companies, firms and individuals and generally to undertake, transact and execute any kind of agency business.
16. To manager or help to managing any new projects and/or existing projects and/or expansion of existing projects on behalf of any company, corporation, body corporate, industries, firm, association or any person, for attainment of above objects.
17. To acquire by purchase, lease, exchange, or otherwise land, building and hereditaments of any tenure or description situated in any place in India or elsewhere and any estate or interest therein, any right over or connected with land so situated and turn the same to account as may seem expedient and in particular by preparing building sites and by constructing, altering, improving, decorating, furnishing and maintaining the same to achieve above objects.
18. To purchase, take on lease or in exchange, get transferred or otherwise acquire stock in- trade and any rights or privileges either private or belonging to companies wherever situated and the property business and goodwill pertaining thereto respectively which the Board of Directors of the Company may think necessary or convenient for the purposes of the Company's business.
19. To draw, make endorse, execute, issue, discount, buy, sell and deal in Bills of Exchange, Promissory Notes, Hundies, Bills of Lading, Warrants, Coupons, import entitlements and other negotiable or transferable securities or documents, in course of Company's business.
20. To guarantee or deposits or become liable for the payment of moneys or for the performance of any obligations in relation to business connected or ancillary to main objects.
21. To employ experts to investigate and examine into the condition prospects, value character and circumstances of any business concerns and undertakings and generally of any assets, property or rights in which the Company will be interested -for its business.
22. To apply for recognition as Export House, apply for import entitlements, export incentives, drawbacks, and exercise such other rights and privileges of an import, export undertaking, in which the Company will be interested for it business.



*Sumit Khandani*

AUTHORISED SIGNATORY

23. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn out to account, or let on hire or otherwise deal with all or any part of the property and rights of the Company.
24. To open account or accounts either current or overdraft with any bank or banks, persons of company and to endorse cheques and operate such accounts.
25. To seek for and secure opening for the employment of capital in India and elsewhere, and with a view therefore prospect, inquire, examine, explore and test and to dispatch and employ expeditions Commissioners, experts and other agents for the business of the Company.
26. To exchange, sell, convey, assign or let on lease or leases or let on hire or otherwise deal with the whole or any part of the Company's immovable property, and to accept as consideration for or in lieu thereof, other land or cash or Government Security or securities guaranteed by Government or partly the one and partly the other or such other property or securities as may be determined by the Company and to take back or re-acquire any property so disposed of by re-purchasing or leasing the same for such price or prices or consideration and on such terms and conditions as may be agreed upon.
27. To sell or dispose of for cash or on credit or to contract for the sale and future delivery of or to send for sale to any part of India or elsewhere all the articles and things and also all other products or produce whatsoever of the Company.
28. To sell or dispose of the undertakings of the Company or any part thereof in such manner and for such consideration as the Company may think fit and in particular for shares fully or partly paid up, debentures, debenture stock or securities of any other Company whether promoted by the Company for the purpose or not and to improve manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
29. To undertake the payment of all rents and the performance of all covenants, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or be otherwise acquired by the Company.
30. To arrange or undertake the sale, purchase or otherwise for sale or purchase, assist in selling or purchasing and find to introduce purchases or Vendors of property belonging to the Company and to let any portion of any premises for residential trade or business purposes or other private or public purposes and to collect rents compensation, and income and to supply to tenants and occupiers and other refreshments, clubs, public halls, messengers, lights, waiting rooms, lavatories, laundry conveniences, electric conveniences, garage and other advantages.
31. To purchase the reversion to reversions or otherwise acquire the freehold simple, of all or any part of the lands for the time being held under lease, or for an estate less than a free-hold estate by the Company.
32. To acquire and take over the whole or any part of the business, property and if liabilities of any person or persons, firm company or corporation carrying on any business which this Company is authorized to carry on and to carry on or liquidate and wind up such business.
33. To undertake any advisory, accountancy, technical or similar work and to take part in super vision or control of the business or operation of any other interested to achieve objects of the Company.
34. To acquire, establish and provide or otherwise arrange for transport of any kinds for the purposes of the business of the Company and to construct any lines or works in connection therewith and run the same by steam, gas, oil, electricity or other fuel or power.
35. To apply for purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring an exclusive, non-exclusive or limited rights to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property rights and information 50 acquired.
36. To acquire from any person, firm or body corporate whether in India or elsewhere, technical information, know-how processes, engineering, manufacturing and operating data, plans, lay outs and blue prints useful for the design, erection and



operations of plant required for any of the business of the Company and to require any grant or license and other rights and benefits in the foregoing matters and things, cases and any other case or any other assets as may be thought.

37. To repair, alter, manipulate, exchange, hire, let on hire, dispose or and deal in all kinds of immovable properties.
38. To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall consider to be preliminary expenses including therein the cost of advertising, commissions for underwriting, professionals and legal charge, brokerage, printing and stationery and expenses attendant upon the formation of agencies and local boards.
39. To enter into any partnership or joint venture or any arrangement for sharing profits and losses, upon of interest, joint ventures, reciprocal concession or otherwise with any person or persons, firm or concern or corporation carrying on or engaged in or about to carry on or engage in business or enterprise which this Company is authorized to carry on or arid to take or otherwise acquire carry on or and to take or otherwise acquire and. hold shares or stock in or securities of and to subsidies or otherwise assist any such Company and to sell, hold, re-issue with or without guarantee or otherwise deal with such shares, stock or securities.
40. To amalgamate with any other Company whose objects are or include objects similar to those of this Company whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking subject to the liabilities of this or any such other Company as aforesaid with or without winding up or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of this or any other Company as aforesaid or in any other manner as permissible under the Companies Act, 1956, the Monopolies and Restrictive Trade Practice Act, 1969 and such other legislation.
41. To enter into any arrangement with any Government or Authorities, Municipal, Local or otherwise that may seem conducive to the Company's activities or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable or expedient to obtain and to carry out exercise and comply with any such arrangements, rights, privileges and concessions.
42. To provide for the welfare of Directors or persons in the employment of the Company or formerly engaged in any business, acquire by the Company and the wives, widows and families or dependents of such persons by grants of moneys, pension or other payments and by establishing and supporting or aiding in the. establishment and support of associations, institutions, funds, trusts, conveniences and providing or subscribing towards places of instruction and recreation and hospitals, dispensaries medical and other attendances and other assistance, as the Company shall think fit and to form, subscribe to or otherwise aid benevolent, religious, scientific, national, social, public or other institutions or objects or activities which shall have any moral or other claims to support or aid by the companies by reason of the locality of its operations or otherwise.
43. From time to time to subscribe or contribute to or guarantee moneys for any charitable, benevolent or useful objects of public character to social, cultural or economic or cultural objectives or for similar objects or purposes the support of which will, in the opinion of the Company, tend to increase its repute or popularity among its employees, its customers or the public.
44. To promote any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of that Company.

For AUTORIDERS INTERNATIONAL LTD.  
*M. Khandani*  
AUTHORISED SIGNATORY



45. To invest and deal with the moneys of the Company not immediately required in shares, stock, bonds, debentures, obligations or other securities of any Company or association or in Government securities or to deposit with Banks or in any other investments of commodities or in any other manner as may from time to time be determined.
46. To lend moneys to such persons on such terms as may seem expedient and in particular to customers and others having dealing with the Company and to give any guarantee or indemnity as may seem expedient but not do any banking business as described in Banking Regulation Act, 1949.
47. To borrow or raise or secure the payment of money by mortgage or by the issue of debentures or debenture stock, perpetual or otherwise or in such other manner as the Company shall think fit and for the purposes aforesaid to charge all or any of the company's property or assets present and of future, including its uncalled capital and collaterally by a Trust Deed or other assurance and to redeem, purchase or off any such security, subject to provision of Sec. 58A and directives of R.B.I.
48. Upon any issue of shares, debentures or other securities of the Company, to employ brokers, commission agents and underwriters and to provide the remuneration of such persons for their services by payment in cash or by the issue of shares, debentures or other securities of the Company, or by the granting of options, to take the same, or in any other manner allowed by law.
49. To undertake and execute any trusts the undertaking whereof may seem desirable or expedient and either gratuitously or otherwise.
50. To adopt such means or making known the business of the Company as may seem expedient or convenient and in particularly by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
51. To establish and maintain or discontinue offices, local agencies and branches, places of business and procure the Company to be registered, or recognized and carry on business in any part of the world.
52. To insure any of the properties, undertaking, contracts, guarantees or obligations of the Company of every nature and kind in any manner whatsoever.
53. To create any depreciation fund, reserve fund, sinking fund, insurance fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for redemption of debentures or redeemable preference shares.
54. To establish, provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshops for scientific and technical, research and experiments, to undertake and carry on scientific and technical researches, experiments and test of all kinds, to promote studies and researches, both scientific and technical, investigations and inventions, by providing subsidising and endowing or assisting laboratories, workshops, libraries, lectures, meeting and conferences and by providing or contributing to the remunerations of scientific or technical professors or teachers and by providing or contributing to the award or scholarship, prizes, grants to students and/or employees or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any business which the Company is authorised to carry on.
55. To establish, maintain and conduct training schools, courses and programmes in connection with the sale, installation, use, maintenance, improvement or repair of machine apparatus, appliances and products and of articles, required in the use thereof or used in connection therewith by the Company.



56. To aid pecuniary or otherwise, any association, body or movement having for an object the solution, settlement of industrial or labour problems or troubles of the promotion of industry or trade or social economical justice.
57. To dedicate, present, dispose of, either voluntarily or for value, any property the Company deemed to be of national, public or local interest, to any national trust, public body, museum, corporation or authority or any trustees for or on behalf of any of the same or of the public.
58. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with scientific research, trade, industry or commerce generally and particularly with the business and activities of the Company including any association, institution or fund or the protection of the interests of masters, owners and employers against loss by bad debts, accidents or otherwise.
59. To receive moneys, securities and valuables of all kinds on deposit at interest or for custody and generally to carry on the business of a safe deposit Company subject to the provisions of Section 58A & directives of R.B.I.
60. To refer to, agree to refer any claim, demand, dispute or any other person, by or against the Company, or in which the Company is interested or concerned and whether between the Company and the member or members of his or their representatives or between the Company and third parties, to arbitration in India or at any place outside India, and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
61. To take or concur in taking in all such steps and proceedings as may seem best calculated to uphold and support the credit of the Company and to obtain and justify public confidence and to avert or minimize financial or other disturbances which might affect the Company.
62. To place, to reserve or to distribute as bonus shares among the members or otherwise to apply as the Company may from time to time think fit, any moneys of the Company including moneys received by way of premium on the shares or debentures issued at a premium by the Company and any moneys received in respect of forfeited shares and also moneys arising from the sale by the Compaq of forfeited shares as permissible under the Companies Act, 1956.
63. To distribute any of the Company's property among the members in specie or kind as permissible under the provisions of the Companies Act, 1956, in the event of winding up.
64. To do needful for the promotion and growth of the national economy through increased productivity, effective utilization of material and manpower resources and continued application of modern scientific and managerial techniques in keeping with the national aspirations and the Company shall be mindful of its social and moral responsibilities to the consumers, employees, shareholders, society and the local community.
65. To advertise through T.V. or Radio for Company's business.
66. To control or acquire any companies, associations or undertakings or, assets or business thereof which may seem to the Board of Directors capable of being carried on in connection with the objects of the Company or calculated directly or indirectly to enhance the value or render profitable, any of the Company's property or rights (except assurance business within the meaning of the Insurance Act, 1938 as amended from time to time) or benefit the Company in any way.



*M. K. Audani*

AUTHORISED SIGNATORY

67. To obtain any order of Government or Judiciary for enabling the Company to obtain all powers and authorities necessary or expedient to carry out or expand any of the objects of the Company or for any other purpose which may seem expedient and to oppose any proceedings or application which seem calculated directly or indirectly to prejudice the Company's interest.
68. To enter into negotiations with foreign companies and other persons and acquire, by grant, purchase, lease, barter, license or other terms, formulae, processes and other rights and benefits and to obtain financial and/or technical collaboration, technical information, know-how and expert adviser.
69. To extend the business of the Company from time to time by purchasing or taking on lease or otherwise acquiring any lands (whether freehold, leasehold, or otherwise) with or without building and machinery standing thereon situated in India or elsewhere by erecting Mills or other buildings on such lands, by purchasing or taking on lease or otherwise acquiring the business goodwill, and property of any private factory or other factory situated in India or elsewhere and by amalgamating with or purchasing or otherwise, acquiring the business, goodwill property and assets, of any one or more  
Company or Companies carrying on any similar business anywhere in India.
70. To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare of or the uplift of the public in any rural area and to incur any expenditure or any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner, without prejudice to the generality the foregoing, programme of rural development" shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area which is likely to promote and assist rural development, and that the words "rural area" shall include such areas as may be regarded as rural areas under Section 35CC of the income-tax Act, 1961, or any other law relating to rural development for the time being in force in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value and subject to Provision Of Companies Act divest the ownership of any property of the Company to or in favor of any Public or Local Body or Authority or Central or State Government or any Public Institutions or Trusts.
71. To undertake, carry out, promote and sponser or assist any activity for the promotion and growth of national economy and for discharging the social and moral responsibilities of the Company to the public or any section of the public as also any activity which the Directors may consider likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means, undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspapers, etc. or for organizing lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing conducting or assisting any institution, fund, trust, etc. Having any one of the aforesaid objects as one of its objects, by giving donations or otherwise in any other manner in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value and subject to provision of Companies Act divest the ownership of any property of the Company to or in favour or any Public or Local Body or Authority or Central or State Government, Public institutions or Trust.
72. To sink wells and shaft and to make, build and construct, lay down, acquire and maintain reservoirs, waterworks, cisterns, tanks, culverts, filter beds, main and other pipes, plants, machinery and applications and to execute and do all other works and things delivering water for the purpose of the business of the Company and to dispose of any surplus water for any other purposes on any terms and conditions and in any manner as the Company thinks expedient or convenient.



73. To provide residential and/or sleeping accommodation for workmen and others, and in connection therewith to afford to such persons, facilities and convenience for washing, bathing, cooking, reading, writing and finding employment and for the purchase, sale and consumption of provisions both liquid and solid.
74. To lay roads and pleasure gardens and recreation grounds, to plant, drain farm, cultivate or otherwise improvement of the land or any part thereof for the purpose and in connection with the business of the Company, and to let out, lease or dispose of the above.
75. To carry on the business as merchants, traders, distributors, commission agents, selling agents, brokers, adagios, buyers, sellers, importers, exporters, dealers in textiles, all types of cotton, jute, hemp, wool, hair, silk, rayon, man-made fabrics, fibers, synthetic woolen, yarn, threads, garments, made-up hosiery, canvas and fabrics quoted and treated with any chemicals, iron, steel, ferrous and non-ferrous metals and all other metals and its alloys, gold, silver, jewelries, precious stones and all other stones, machinery, equipment, dyes, chemicals, color, paints, medicines, medical and industrial preparation, all types of oils, oil-seeds, oil cakes and all types of by-products of oils, oil cakes and all types of by-products of oils.
76. **\*\***(1) To Carry on the business of Generation, Transmission, distribution, trading and supply of solar, wind hydro energy and other sustainable energy technologies.
- (2) To establish, develop, operate and maintain power plants, Solar Farms, wind farms, energy storage systems, grid infrastructure, substations and transmission lines for efficient generation and supply of renewable energy.
- (3) To Manufacture, assemble, trade, import export and deal in solar panels, wind turbines, inverters, batteries and other equipment related to renewal energy project.
- (4) To Undertake Consultancy, advisory and training services in the field of renewable energy, Sustainability and Environmental Conservation.

**(C) OTHER OBJECTS:**

77. To carry on and undertake the business of finance, investment and trading, hire purchase, leasing and finance lease operations of all kinds, purchasing, selling, hiring on hire all kinds of plant and machinery and equipment that the Company may think fit and to assist in financing of all and every kind and description of hire purchase or deferred payment or similar transaction and to subsidies, finance or assist in subsidizing or financing the sale and maintenance of any goods, articles or commodities of all and every kind and description upon any terms and whatsoever and to purchase or otherwise deal in all forms of immovable and movable property including lands and building, plants and machinery, equipment's, ships, aircraft automobiles, computers and all consumer commercial and industrial items and to lease or otherwise deal with them and in any manner whatsoever including resale thereof, regardless of whether the property purchased and leased be new and/or used and to provide a leasing advisory/counselling service to other entities and/or form the leasing arm of other entities.
78. To carry on the business of manufacturing, processing, calendaring including running of hand and power process house, buying, selling, importing, exporting, distributing and dealing in textiles, cotton, woolen, synthetics and synthetic fibres and blends, both with natural (viz. Vegetable and/or animal) and man made and 1 artificial fibres, polyester, polyamide, acrylic poly propylene, polynisic, poly methane, poly acrylic & any other synthetic fibre, including running of a manufacturing unit, either unitary or composite.



79. To undertake dyeing, bleaching, sulfurizing, mercerizing, calendaring, printing or otherwise processing of cotton, yarn, cloth silk, rayon, wool, jute, fibres and/or their blends, fabrics of textile products whether on handlooms or power-looms or in textile mills or other factories.
80. To produce manufacture, refine, prepare, import, export, purchase, sell and | generally to deal in all kinds of cement (ordinary, white, coloured, Portland, alumina) cement products of any description (pipes, poles, asbestos sheets, blocks, tiles, garden wares, refractory's) lime, limestone and/or by-products thereof and in 1, connection therewith to take on lease or acquire, erect, construct, establish, g operate and maintain cement factories, quarries and collieries, workshops and | other works.
81. To carry on the business of Flour Mills, Roller Flour Mill, Rice Mill, Milling, bulking, breaking or grinding or crushing peddy, wheat, rice, maize, corn, dal, grain, pulse seed or any other agricultural product.
82. To purchase, manufacture, produce, refine, prepare, import, export, sell and generally deal in which rice, maize, corn, dal, gram, grains, pulse, Atta, Suji, Maida, ragi seeds, groundnuts, oil seeds; cotton, sugar-cane, sugar molasses, oil cakes, manure and all products and other by products thereof and food produce generally and in connection therewith to acquire, erect, construct and operate buildings, factories, mills, distilleries, refineries and other works, to plant, cultivate, grow, produce or purchase wheat, rice, maize, corn, dal, gram, grains, pulse, ragi, seeds, groundnuts, castor seed, oil seeds, cotton sugar-cane etc. and other crop.
83. To carry on cold storage business and business as Refrigerating Engineers and Lessors of Cold Storage space, to erect, maintain and operate cold storage depots and to engage in cold storage trade and manufacture of ice and other refrigerants and to acquire, start, erect, establish and maintain, cold storage plants, equipments, warehouses, collaret, volts, wagons etc. for cold storage and manufacturing, progress of fruits, vegetables, fish, meat, seeds, milk, sweets, sugar and milk s products, preparation and other consumable articles and stores of all kinds.
84. To manufacture or otherwise acquire and deal in containers and packing materials of any kinds including those made of glass, earthenware, metal, paper, card-board and plastic materials.
85. To purchase, breed, raise, produce or otherwise acquire invest in, own, hold, use, lease, mortgage, pledge, sell, assign, transfer or otherwise dispose of trade, deal in and deal with any and all kinds of animals and agricultural products and purchase, manufacture produce or otherwise acquire, invest in, own, hold use, lease, mortgage, pledge, sell, assign, transfer or otherwise dispose of, deal in and deal with any and all articles or things manufactured, produced, resulting or delivered in whole or in part from animals or agricultural products or any kind, whether to be used as food or in commerce manufacture, the sciences, the arts or otherwise.
86. To purchase, manufacture, construct, erect, fabricate, build, press, stamp, draw, spin, furnish, equip, utilise, produce, refine, mine or otherwise acquire, invest in own, hold use, lease, mortgage, pledge, sell, assign, transfer or otherwise dispose of trade deal in and with any and all kinds of metals and source materials, ingredient, mixtures, derivatives and compounds thereof and any and all kinds of products of which any of the foregoing constituent or ingredient or in the production of which any of the foregoing is used including mechanical and electrical machinery, apparatus, equipment, implements, devices, fixtures, supplies and accessories and casting and fabrication.
87. To engage in the business of engineering, constructing and construction, including the design, manufacture, construction, erection, alternation, repair and installation of plants, buildings, structures, ways, works, systems and mechanical electrical and electronic machinery, equipment, apparatus and devices.



88. To cultivate, grow, produce and deal in any vegetable products and to carry on all or any of the business of foremen, dairymen, mill contractors, dairy foremen, millers, surveyors and vendors of milk, cream, cheese, butter, poultry and provisions of all kinds growers of and dealers in corn, hay and straw, seeds-men and to buy, sell, trade in any goods which is usually traded in any of the above businesses.
89. To carry on the trades or business of manufacturers of and dealers in, explosives, ammunition, fireworks and other explosive products and accessories of all kinds of whatever composition and whether for military, sporting, mining or industrial purposes or for petrochemical display or any other purpose.
90. To explore, protect, take on lease or, on royalty basis or otherwise acquire mines, mining rights and lands or any interest therein and to quarry, mine, dress, reduce, draw, extract, calcine, smelt, refine, manufacture, process and otherwise acquire, buy, sell or otherwise dispose of and deal in all types of qualities and description of ores, metal and mineral substances and to carry on any other metallurgical operations.
91. To carry on the business of iron founders, civil and mechanical engineers, consulting engineers, project engineers, technical consultants and manufacturers of agricultural, industrial and other machinery and tool kits, machine tool makers, brass, founders, metalworkers, boiler-makers, makers of locomotives and engineers of every description millwrights, machinists, iron and steel converters, smiths, electrical engineers, water supply engineers, gas makers, and to buy, sell, design, specify, manufacture, fabricate, export, import, repair, convert, alter, let on hire and deal in machinery, implement, plant, tools, tackles, instruments, rolling stock and hardware of all kinds, general fittings, accessories and appliances of all description made of metal, alloy, glass or any other material and any parts of such accessories or fittings and generally to carry on business as merchants, importers and exporters and to transact and carry on all kinds of agency business.
92. To carry on the business of and/or manufacturing, processing, spinning, doubling, weaving, dyeing, mercerising, sanforizing, ginning, bailing, knitting, combing, weaving, bleaching, finishing, calendaring, pressing, warping, printing, sizing, squeezing, folding, drying handling, twirling, chemical processing, producing, designing acquiring, trading, dealing, buying, selling, importing, exporting, distributing, storing, exchanging, packing, bartering, shipping advancing, upon or otherwise dealing in cloth, fabrics, textiles, piece goods, hosiery goods, fringes embroidering, embroidery threads, braided threads, cards, twines, ropes, ribbons, tapes, saree borders, woven labels, parachute strings, strings, fishing nets, gas mantle, cotton yarn, artificial yarn, silk yarn, staple yarn, synthetic, yarn, woollen yarn, shoddy yarn, fibres, topes, wastes, (natural or man made) viz. Wool, cotton, silver, flex, hemp, fuse, viscose, acetate, nylon, polyester, acrylic, polypropylene and their blends.
93. To carry on the business of Manufacturers, Exporters and importers, Commission Agents, Tradesmen and dealers in all kinds of fertilizers including synthetic and other fertilizers, manure, mixtures, dips, sprays, vermiculites, pesticides, insecticides, medicines and medicines of all kinds for agriculture horticulture or other purposes and remedies for animal and also to deal in all agricultural implements like pumps, sprays, machines, tractors and allied articles.
94. To carry on the business of manufacturers, importers and exporters of, and dealers in plastic, Bakelite, celluloid's and other similar materials and goods, articles, and products of every kind and description, manufactured wholly or partly out of any of the chemicals and allied drawers.
95. To refine, treat and render merchantable and fit for use natural of salt, brine, nitro, soda, kieselguhr nitrates and other chemical substances of all kinds obtained as



aforesaid and to manufacture therefrom by any electrolytic metallurgic or other forms of plants or every kind of chemical and other products and by-products.

96. To carry on the business as dealers in, importers, exporters, manufacturers, producers and preservers of dairy, farm and garden produce of all kinds, and in particular milk cream, butter, cheese and any other milk products, poultry and eggs, fruits and vegetables.
97. To carry on the business as cow and cattle keepers, farmers, millers, and market gardeners and as manufacturers of and dealers in condensed milk, jam, pickles, cider fruit juices, fruit flavours and spice flavours in any form, spices, preserved and other provisions of all kinds.
98. To carry on the business as manufacturers and producers of vegetables, fruits, spices, groundnut cake, flour and proteins and in particular canned goods such as syrups, vinegar, assavas, sweets, condiments, spices, body foods, fruit products, vegetables of all kinds, and all allied and by-products thereof, and for the purposes thereof, to establish preservation centres and canning and other centres at any place or places and to develop such and other allied business and to give subsidies to farmers, fishermen and other persons doing such business or who can grow and/or produce necessary materials.
99. To manufacture, produce, prepare, for market, distil, treat, cure, submit to any process, purchase, sell and otherwise trade or deal in, export and import and dispose of and turn to account vegetable oils, essential oils, chemicals, including aromatic chemicals and perfumery compounds, gum, molasses, syrups, alcohol, spirits, balata, and other gums and residual and other produce of products and by-products thereof.
100. To promote, help, encourage and/or undertake cultivation, production and collection of flowers, herbs, roots, leaves, seeds, woods, resins and other substances suitable for the manufacture of essential oils, aromatic chemicals and perfumery compounds.
101. To carry on all or any of the business of soap and Candle makers, tallow merchants, oil-merchants and manufacturers of and dealers in, and other preparations or compounds perfumery and proprietary articles and materials and derivatives and other similar articles of every description.
102. To carry on the business of manufacturers of and dealers in all kinds of apparatuses, bottles, containers, caps, stoppers, jars, brushes, boxes and cases, wholly of card wood, metal, plastic or other substances tins, cartons, compact cases, tools, utensils, fitting and packing the articles and products.
103. To carry on the business of tin makers, tin manufacturers, tin converters, colliery proprietors, coke manufacturers, miners, smelters, engineers, tin place makers and iron founders in all their respective branches.
104. To carry on the business of extracting oil either by crushing or by chemical or any other processes from copra, cottonseed, linseed, castor-seed, ground-nuts or any other nut or seed or other oil bearing substance whatsoever.
105. To carry on the business as manufacturers, dealers, buyers and sellers in Accounts Books, registers, Diaries, Calendars, Exercise books and goods of stationery.
106. To carry on the business of tourist, travel and transport agents and any other business whatsoever to encourage, promote, increase, aid and facilitate the tourist trade, and to act as authorized dealers in foreign exchange, in India or in any other part of the world.

For AUTORIDERS INTERNATIONAL LTD.  
*Handwritten signature*  
AUTHORISED SIGNATORY



107. To purchase, erect, acquire, equipment, manage or in any other manner and in all its aspects deal in, hotels and lodging houses of every kind and sort including all the conveniences, amenities and facilities adjunct thereto, in India or in any other part of the world.
108. To carry on the business of restaurants, Cafes, refreshment rooms, clubs and casinos of every sort and kinds, to establish shops, canteens, kitchens and any other establishment for this purpose and for the sale of food and drink of every sort and to arrange for and provide all manner of entertainment, amusements, recreation and instruction for the public.
109. To render advisory, consultancy, technical and operational services in India and abroad for the construction, interior or exterior designing, planning, operating or managing of hotels, restaurants and the like and to render in relation thereto all kinds of services.
110. To carry on the business of buying, selling, importing, exporting, producing, manufacturing or otherwise dealing in all food and products, all agricultural and dairy products, all alcoholic and non-alcoholic drinks, and beverages.
111. To carry on the business of manufacturers and dealers in audio visual and electronic equipment of every sort and kind and musical instruments of all kinds and every kind of instrument, device, appliance, component, accessory whereby sound or vision is recorded, amplified; produce, reproduced, transmitted or received.
112. To carry on the business of builders and building contractors, designers and manufacturers of and dealers in all building materials and all other equipment and requisites of the hotel industry.
113. To invest moneys and interest on the security of freehold and leasehold land or lands or any tenure, stock, shares, securities, merchandise and other property and to act as agents for the investment, loan payment, transmission and collection of money and for the purchase, sale and improvement, development and management of property, including business concerns and undertaking and generally to transact and undertake agency business.
114. To undertake any advisory, consultancy, accountancy, clerical or similar work.
115. To carry on the business house, land and estate agents and to arrange or undertake the sale, purchase of, advertise for sale or purchase, assisting selling or vendor's of and to manage land, buildings and other property including plants, machineries and vehicles etc. whether belonging to the Company or not, and to let any portion of any premises for residential, trade or business purposes, or other private or public purposes and to collect rents, compensation, and income and to supply to tenants and occupiers and other refreshments, clubs, public halls, messengers, lights, waiting rooms, reading rooms, meetings, laboratories, laundry conveniences, electric conveniences, garage and other advantages.
116. To purchase, take on lease or in exchange or otherwise acquire and run all kinds of plantations, such as mowra tree plantations, palm tree plantations, sugarcane plantations, coconut tree plantations, and plantation yielding essential oils of all kinds whatsoever.
117. To carry on the business of manufacturing, producing, buying, selling, importing, exporting or in any manner dealing in foods and other products made of fish oils, meat, fish, poultry vegetable fruits and other, substances.
118. Manufacture chocolates, sweets, confectionery, biscuits, food stuffs, eatables of all descriptions, dyewares, inks, gases, plastic and plastic goods; plaster of paris,



gypsum, salts, acids, allies, essences, oils, paints, colours, gums, 'varnishes, laboratory reagents, hospitals and laboratory furniture and equipment and apparatus.

119. To act as agents for bankers and to issue travellers' cheques, Coupons, drafts and various others made of foreign exchange on their behalf and to act as brokers and agents for - insurance Companies in all their branches and for railways, shipping, aerial and transport Companies.

#### IT IS HEREBY DECLARED THAT

(i) The objects incidental to or ancillary to the attainment of the main objects of the Company as aforesaid shall also be incidental or ancillary to the attainment of the other objects to the Company herein mentioned.

(ii) The objects set forth in each of the several clauses or Paragraph-III hereof shall extend to all parts of the world.

(iii) Nothing in this Paragraph shall authorize the Company to do any business which the powers of the Banking Regulation Act, 1949, or the Insurance act, 1938.

The Liability of the Members is Limited.

\*\*\*The Authorised Share Capital of the Company is Rs. 6,00,00,000/- (Rupees six Crore only) consisting of 60,00,000 (Sixty Lakhs) Equity Shares of Rs. 10/- (Rupees Ten only) each, with power to the Company to increase or reduce the said capital and to issue any part of its capital, original or increased with or without any preference, priority or special privileges or subject to any postponement of rights or to any conditions or restrictions, so that unless the conditions of issue shall otherwise be subject to the power herein contained. The rights and privileges attached to any shares having preferential, qualified or special rights, privileges or conditions attached thereto may be altered or dealt with in accordance with clauses of the accompanying Articles of Association and on such terms as the Company may from time to time determine.

\*\*\* (Altered vide Special resolution passed by the Members on 8th April, 2025 through Postal Ballot)



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

Sr. No.	Names, Addresses, Descriptions, Occupations and Signature of the Subscribers	Number of Equity shares taken by each Subscriber	Signature of Subscribers	Name, Address Description and Occupation of the Common Witness
1	PRITHVIRAJ GAGGAR S/o Shri Jhumarmal Gaggar 212, Hariom Market, Rewadi Bazar, Ahmedabad, Business	10 (Ten)	Sd/-	WITNESS TO ALL NARENDRA KUMAR JAIN S/o Shri Roopchand Jain 212 A, Street Chambers, Broach Street, Carnac Bunder, Bombay-400 009 Chartered Accountant
2	DINESH KUMAR JAIN S/o Shri Ajit Prasad Jain 13/4, L.I.G Colony, Kurla-W, Bombay-400070 Business	10 (Ten)	Sd/-	
3	UMASHANKAR AGARWAL S/o Shri Ved Prakash Agarwal 203 A, Radha Kunj, Anand Nagar, Vasai Road, Dist-Thane Service	10 (Ten)	Sd/-	
4	SUDHA JAIN W/o Shri Moti Lal Jain 603, B.Laxmi Apts, Borivall-E, Bombay-400066	10 (Ten)	Sd/-	
5	SUSHIL JAIN S/o Shri Kastur Chand Jain 13/4, L.I.G Colony, Kurla-W, Bombay-400070 Service	10 (Ten)	Sd/-	
6	MUKESH KUMAR JAIN S/o Shri Ajit Prasad Jain, 4085, Pahari Dhiraj, Delhi-110006 Business	10 (Ten)	Sd/-	
7	PARAS NATH TIWARI S/o Shri Ram Sundar Tiwari 503/8; Steel Chambers, S.T.Road, Bombay-400009 Service	10 (Ten)	Sd/-	
		70 (Seventy)		

Dated at BOMBAY, this 19<sup>th</sup> day of July, 1985

for **AUTORIBERS INTERNATIONAL LTD**  
*mubhandan*  
**DIRECTOR / AUTHORISED SIGNATORY**

**THE COMPANIES ACT, 1956 AND NOTIFIED SECTIONS OF  
THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES  
(Incorporated under the Companies Act, 1956)**

[The following regulations comprised in these Articles of Association were adopted pursuant to the Special Resolution passed by the members of the Company in their Extra-Ordinary General Meeting held on 30<sup>th</sup> September, 2015 in substitution for and to the entire exclusion of, the regulations contained in the existing Articles of Association of the Company.

*\*Altered by a Special resolution passed at the Annual General Meeting of the Company held on September 14, 2022]*

**ARTICLES OF ASSOCIATION  
OF  
AUTORIDERS INTERNATIONAL LIMITED**

- The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.
- The regulations for the management of the Company and for the observance by the members there to and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

**1. DEFINITIONS AND INTERPRETATION**

**1.2 In these Articles-**

- a. "Act" means the Companies Act, 2013 or any statutory modification or reenactment thereof or the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable
- b. "Articles" means these articles of association of the Company or as altered from time to time
- c. "Board of Directors" or "Board", means the collective body of the directors of the Company
- d. "Company" means **AUTORIDERS INTERNATIONAL LIMITED**
- e. "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act

- f. "Seal" means the common seal of the Company.
- 1.3 Reference to a shareholder shall, where the context permits, include such shareholder's respective successors, legal representatives and permitted assigns and in the case of individuals will include their legal representatives, heirs and permitted assigns.
- 1.4 The headings or interpretations are inserted for convenience only and shall not affect the construction of these Articles.
- 1.5 Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- 1.6 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to these Articles or specified clauses of these Articles, as the case may be.
- 1.7 Reference to statutory provisions shall be construed as meaning and including reference also to any amendment or re-enactment (whether before or after the date of these Articles) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 1.8 Reference to the word "include" shall be construed without limitation.
- 1.9 The words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.
- 1.10 The Marginal notes thereto shall not affect the construction thereof.

## **2. SHARE CAPITAL**

- 2.1. The Authorised Share Capital of the Company shall be as per paragraph V of the Memorandum of Association of the Company with power to increase or reduce or modify the Share Capital and to divide the Securities for the time being of the Company into several classes and attach thereto preferential, deferred, qualified or special rights or conditions, as may be determined by or in accordance with these Articles and subject to applicable legislative provisions for the time being in force, and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided for by these Articles and subject to applicable legislative provisions for the time being in force.
- 2.2. Subject to the provisions of these Articles, the Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, its Share Capital, any capital redemption reserve account or any share premium account.
- 2.3. The Securities shall be numbered progressively according to their several denominations and except in the manner hereinbefore mentioned, no security shall be sub-divided. Every forfeited or surrendered security shall continue to bear the number by which the same was originally distinguished.
- 2.4. None of the funds of the Company shall be applied in the purchase of any Securities and it shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding company save as provided by Section 67 of the Companies Act, 2013 and these Articles.



### 3. INCREASE OF SHARE CAPITAL BY THE COMPANY

3.1. Subject to the provisions of these Articles, the Company at a Shareholders' Meeting may, from time to time, increase the Share Capital by creation of new Equity or Preference Shares. Such increase shall be of such aggregate amount and to be divided into Equity or Preference Shares of such respective amounts as the resolution shall prescribe.

3.2. Subject to the provisions of the Act and the other provisions of these Articles, any Equity Share of the original or increased Share Capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the Shareholders Meeting resolving upon the creation thereof, shall direct and if no direction be given, as the Directors shall determine and in particular, such Equity Shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with, and if the Act allows without, a right of voting at a Shareholders' Meeting in conformity with Sections 48 of the Companies Act, 2013. Whenever the Share Capital of the Company has been increased under the provisions of these Articles, the Directors shall comply with the provisions of Section 64 of the Companies Act, 2013 and these Articles.

3.3. Where at any time Company proposes to increase the subscribed capital of the Company by allotment of further shares, then:

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 nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer subject to the fulfillment of following conditions -;

- (a) the offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than fifteen (15) days and not exceeding thirty (30) days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;
- (b) unless otherwise provided in these Articles, the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in Sub-clause (b) shall contain a statement of this right;
- (c) after the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the shareholders and to the Company.

3.4. The Company proposes to increase its subscribed capital by the issue of further shares to employees under a scheme of employees stock option subject to approval of special resolution passed by the Company and subject to conditions prescribed in Companies (Share Capital and Debentures) Rules, 2014.

3.5. Notwithstanding anything contained in Article 3.3 above, the further shares as aforesaid may be offered to any persons (whether or not those persons include the persons referred to in Article 3.3 hereof) either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer subject to such conditions prescribed in Companies (Share Capital and Debentures) Rules, 2014.

3.6. Nothing in Sub-clause (c) of Article 3.3 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 that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.

Nothing in these Articles shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares in the Company.

Provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by a special resolution passed by the Company in general meeting.

#### **4. BUY-BACK OF SHARES**

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

#### **5. 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 class or denomination registered in his name or if the Directors so approve (upon paying such fee as the Directors so 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 two (2) months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one (1) month of the receipt of application of registration of transfer or 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 which shall be affixed in the presence of two directors or persons acting on behalf of the Directors under duly registered power of attorney and the secretary or some other person appointed by the Board for the purpose and two Directors or their attorney and the Secretary or other person shall sign the share certificate provided that if the composition of the Board so permits, at least one of the aforesaid two Directors shall be a person other than a Managing Director or Whole-time director. Every share certificate 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 and 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 or several joint holders shall be a sufficient delivery to all such holders. Particulars of every certificate issued shall be entered in the Register of Members against the name of the person to whom it has been issued indicating the date of issue.

#### **6. NEW CAPITAL SAME AS EXISTING CAPITAL**

- 6.1. Except so far as otherwise provided by the conditions of issue or by these Articles, any Share Capital raised by the creation of new Equity Shares shall be considered as part of the existing Share Capital and shall be subject to the provisions contained in these Articles with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.
- 6.2. The Board shall observe the restriction as to allotment of Equity Shares to the public contained and shall cause to be made the return as to allotment provided for in Sections 39 and Companies (Prospectus and Allotment of Securities) Rules, 2014 of the Companies Act, 2013 .



## **7. ACCEPTANCE OF EQUITY SHARES**

Any application signed by or on behalf of any applicant for Equity Shares followed by an allotment of any Equity Shares shall be an acceptance of Equity Shares within the meaning of these Articles; and every Person who accepts any Equity Shares and whose name is on the Register of members shall, for the purpose of these Articles, be a shareholder.

## **8. DEPOSIT AND CALL ON EQUITY SHARES**

- 8.1. The money (if any) which the Board shall, on the allotment of any Equity Shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any Equity Shares allotted by them, shall immediately on the inscription of the name of the allottee in the register of members as the holder of such Equity Shares become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by the holder accordingly.
- (a) Every shareholder 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 the Company's regulations, require or fix for the payment thereof.

## **9. PAYMENT IN ANTICIPATION OF CALL MAY CARRY INTEREST**

- 9.1. The Directors may, if they think fit, subject to the provisions of Section 50 of the Companies Act 2013, agree to and receive from any member, willing to advance the same, 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 dividend. 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.
- 9.2. The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

## **10. SHARES AT THE DISPOSAL OF THE DIRECTORS**

Subject to the provisions of Section 62 of the Companies Act 2013, Companies (Share Capital and Debentures) Rules, 2014 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 person, in such proportion and on such terms and conditions and either at a premium or at par or at such time as they may from time to time think fit and with 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 for shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

## 11. PREFERENCE SHARES

- 11.1. Subject to the provisions of these Articles and Sections 43, 55 and other applicable provisions of the Companies Act 2013, the Company shall have power to issue preference shares which are, at the option of the Company, liable to be redeemed and the resolution authorising such issue shall prescribe the manner, terms and conditions of redemption thereof.
- 11.2. Upon the issue of redeemable preference shares under the provisions of Article 10, the following provisions shall apply:
  - (a) no such preference shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of the redemption;
  - (b) no such preference shares shall be redeemed unless they are fully paid;
  - (c) the premium, if any, payable on redemption must have been provided for out of the profits of the Company or the Company's share premium account before the shares are redeemed;
  - (d) where any such preference shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called the "Capital Redemption Reserve Account", a sum equal to the nominal amount of the preference shares redeemed and the provisions of the Act relating to reduction of the share capital of the Company shall, except as provided in Section 55 of the Companies Act, 2013 apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company.

## 12. SHARE CERTIFICATES

- 12.1. The certificates of title to Securities and duplicate thereof, when necessary, shall be issued under the Seal of the Company.
- 12.2. Every person holding the Securities of the Company shall be entitled to one certificate for all the Securities registered in his name or, if the Directors so approve, to several certificates each for one or more of such Securities but in respect of each additional certificate, there shall be paid to the Company a fee of Rs. 20/- or such less sum as Directors may determine. Every certificate shall specify the number denoting numbers of the Securities in respect of which it is issued and the amount paid-up thereon. The Directors may, in any case or generally, waive the charging of such fees.
- 12.3. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the registered holder of the shares to which such lost or destroyed certificate shall relate; Provided that twenty rupees shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.
- 12.4. Provided that, notwithstanding what is stated above, the Directors shall comply with rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable thereof in this behalf.



### 13. SHAREHOLDERS AND JOINT HOLDERS

- 13.1. Except as required by law or ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any Securities upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any benami, equitable, contingent, future or partial interest in any Securities or any interest in any fractional part of a Security (except only by these presents or by law otherwise provided) or any other rights in respect of any Security except in an absolute right to the entirety thereof in the registered holder.
- 13.2. Where two or more persons are registered as holders of any Securities, they shall be deemed to hold the same as joint holders with benefits of survivorship subject to the following and other provisions contained in these Articles:
- (a) Securities may be registered in the name of any Person but not more than four Persons shall be registered jointly as a shareholder in respect of any Equity Shares;
  - (b) the certificates of Securities registered in the names of two or more Persons shall be delivered to the Person first named on the Register;
  - (c) the joint holders of a Security shall be jointly and severally liable to pay all calls in respect thereof;
  - (d) if any Security stands in the names of two or more Persons, the Person first named in the register shall, as regards receipt of share certificates, dividends or bonus or service of notices 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 a Security shall be severally as well as jointly be liable for the payment of all installments and calls due in respect of such Security and for all incidents thereof according to the Company's regulations;
  - (e) in the case of the death of any one or more of the Persons named in the register of members as the joint holders of any Security, the survivors shall be the only persons recognised by the Company as having any title to or interest in such Security but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on Securities held by him jointly with any other Person;
  - (f) if there be joint registered holders of any Securities, any one of such Persons may vote at any meeting either personally or by proxy in respect of such Securities as if it were solely entitled thereto, provided that if more than one of such joint holders be present at any meeting either personally or by proxy, then one of the said Persons so present whose name stands higher on the register of members shall alone be entitled to vote in respect of such Securities 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 shareholder in whose name the Securities stand shall, for the purpose of these Articles, be deemed joint holders thereof;
  - (g) a document or notice may be served or given by the Company on or to the joint holders of a Security by serving or giving the document or notice on or to the joint holder named first in the register of members in respect of the Security.

### 14. FORFEITURE AND LIEN

- 14.1. If any shareholder fails to pay any call or installment on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or installment remains unpaid, serve a notice on such shareholder requiring him



to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

- 14.2. The notice shall name a day (not being less than fourteen (14) days from the date of the notice) and a place on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment of at or before the time and at the place appointed, the Securities in respect of which such call was made or installment is payable will be liable to be forfeited.
- 14.3. If the requisition of any such notice as aforesaid be not complied with, any Securities in respect of which such notice has been given may, at any time thereafter before payment of all calls or installments, interests, and expenses due in respect thereof, be forfeited by a resolution of the Directors to the effect such forfeiture shall include all dividends declared in respect of the forfeited Securities and not actually paid before the forfeiture.
- 14.4. When any Security shall have been so forfeited, notice of the forfeiture shall be given to the shareholder in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the register of members but no forfeiture shall be, in any manner, invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
- 14.5. Any Security so forfeited shall be deemed to be property of the Company and the Directors may, subject to the provisions of these Articles, sell, re-allot or otherwise dispose of the same in such manner as they think fit.
- 14.6. The Directors may, at any time before any Security so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof on such conditions as they think fit.
- 14.7. Any shareholder whose Securities have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all calls, installments, interest and expenses, owing upon or in respect of such Securities at the time of the forfeiture together with interest thereon, from the time of forfeiture until payment, at twelve (12) per cent per annum and the Directors may enforce the payment thereof, without any deduction or allowance for the value of the Securities at the time of forfeiture, but shall not be under any obligation to do so.
- 14.8. The forfeiture of Securities shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the Securities and all other rights incidental to the Securities except only such of those rights as, by these Articles, are expressly saved.
- 14.9. A duly verified declaration in writing that the declarant is a Director or Secretary of the Company and that certain Securities in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all Persons claiming to be entitled to the Securities and such declaration and the receipt of the Company for the consideration, if any, given for the Securities on the sale or disposal thereof shall constitute a good title to such Securities and the Person to whom the Securities are sold shall be registered as the holder of such Securities and shall not be bound to see to the application of the purchase money nor shall his title to such Securities be affected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposal.
- 14.10. The Company shall have a first and paramount lien upon all the shares/debentures (not being fully paid-up) registered in the name of each shareholder (whether solely or

jointly with others) and upon the proceeds of sale thereof (whether presently payable or not) for money called or payable at a fixed time in respect of such shares/debentures solely or jointly with any other person to the Company whether the period for the payment thereof shall have actually arrived or not and no equitable interest in any Security shall be created except upon the footing and condition that this Article is to have full effect and such lien shall extend to all dividends from time to time declared in respect of such Security. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this Article.

- 14.11. For the purpose of enforcing such lien, the Directors may sell the Securities subject thereto in such manner as they think fit but 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 shareholder, his executors or administrators or his committee, curators bond or other legal curator and default shall have been made by him or them in the payment of moneys called in respect of such shares for seven days after such notice.
- 14.12. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may appoint some person to execute an instrument of transfer of the Securities sold and cause the purchaser's name to be entered in the register in respect of the Securities sold and the purchaser shall not be bound to see to the regularity of the proceedings nor to the application of the purchase money after his name has been entered in the register of members. In respect of such Securities, 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.
- 14.13. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative Securities shall (unless the sale shall, on demand by the Company, have been previously surrendered to it by the defaulting shareholder) stand cancelled and become null and void and have no effect and the Directors shall be entitled to issue a new certificate or certificates in respect of the said Securities to the Person or Persons entitled thereto distinguishing it or them in such manner as they may think fit from the old certificate or certificates.

## **15. TRANSFER AND TRANSMISSION OF EQUITY SHARES**

- 15.1. The instrument of transfer of any share in or debenture of the Company shall be executed by or on behalf of both the transferor and the transferee.
- 15.2. The transferor shall be deemed to remain a holder of the share or debenture until the name of the transferee is entered in the Register of Members or Register of Debenture holders in respect thereof.

## **16. DIRECTORS MAY REFUSE TO REGISTER TRANSFER**

Subject to the provisions of Section 58 and 59 of the Companies Act 2013, these Articles and other applicable provisions of the Act or any law for the time being in force, the Board may refuse, pursuant to any power of the Company under these Articles, to register the transfer of or the transmission by operation of law of the right to any shares or interest of a member in shares or debentures of the Company. The Company shall within one (1) month from the date on which the instrument of transfer or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the



Company on any account whatsoever except where the Company has a lien on shares.

## **17. CONDITIONS FOR TRANSFER**

- 17.1. The instrument of transfer of any shares in the Company shall be in writing and shall be duly stamped and executed both by the transferor and the transferee and the provisions of Section 56 of the Companies Act 2013, including any statutory modifications thereof, shall be duly complied with in respect of all transfer of shares and registrations thereof.
- 17.2. The Company shall not register a transfer of shares or debentures of the Company unless proper instrument of transfer, duly stamped and executed by or on behalf of the transferor and transferee and specifying the name, address and occupation, if any, of the transferee, has been delivered to the Company along with the certificate relating to the shares or debentures or, if no such certificate is in existence, along with the letter of allotment of shares or debentures provided that where on an application made in writing to the Company by the transferee, and bearing the stamp required for an instrument of transfer it is proved to the satisfaction of the Board that instrument of transfer signed by or on behalf of the transferor and transferee has been lost, the Company may register the transfer on such terms as to indemnity or otherwise, as the Board may think fit.
- 17.3. The Board shall have power, on giving not less than seven (7) days' previous notice by advertisement in a newspaper circulating in the district in which the registered office of the Company is situated, to close the transfer books, the register of members or register of debenture holders at such time or times and for such period or periods not exceeding thirty (30) days at a time and not exceeding, in the aggregate, forty five (45) days in each year, as it may deem expedient.
- 17.4. The executors or administrators or holders of a succession certificate or the legal representatives of a deceased (not being one or two or more joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such shareholder and the Company shall not be bound to recognise such executors or administrator or holders of succession certificate or the legal representatives unless they shall have first obtained probate or letters of administration or succession certificate or other legal representation, as the case may be, from a duly constituted court in India; provided that in any case where the Board in its absolute discretion thinks fit, the Board may dispense with production of probate or letters of administration or succession certificate upon such terms as to indemnity or otherwise as the Board, in its absolute discretion, may think necessary and under the next Article register the name of any person who claims to be absolutely entitled to the shares, standing in the name of a deceased shareholder, as a shareholder.
- 17.5. Subject to the provisions of the Act and these Articles, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any shareholder or by any lawful means, other than by transfer in accordance with these Articles, may, with the consent of the Board (which it shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he purports to act under those Articles 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 holder, provided nevertheless that if such Person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so he shall not be free from any liability in respect of the shares.
- 17.6. Every instrument of transfer which is registered shall remain in the custody of the

Company until destroyed by order of the Board.

- 17.7. No fee shall be payable to the Company in respect of the transfer, transmission, probate, succession certificate and letters of administration, certificate of death and / or marriage, power of attorney or other similar documents.
- 17.8. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of members) to the prejudice of Persons having or claiming any equitable right, title or interest to or in the said shares notwithstanding that the Company may have had notice of such equitable right, title or interest to notice prohibiting registration of such transfer and may have entered such 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, title or interest or be under any liability whatsoever for refusing or 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.

## **18. DEMATERIALISATION OF SECURITIES**

- 18.1. For the purposes of this Article,
- (a) "Beneficial Owner" means a person whose name is recorded as such with a Depository.
  - (b) "Registered Owner" means the Depository whose name is entered as such in the records of the Company;
  - (c) "Security" means such security as may be specified by the Securities and Exchange Board of India, from time to time.
- 18.2. Notwithstanding anything contained in these Articles and subject to applicable Law, the Company shall be entitled to dematerialise/re-materialise its Securities and to offer Securities in the dematerialised form pursuant to the Depositories Act.
- 18.3. All Securities held by a Depository shall be dematerialised and shall be in fungible form. No certificate shall be issued for the securities held by the Depository. Nothing contained in Sections 89 and 186 of the Companies Act, 2013 shall apply to a Depository in respect of the Securities held by it on behalf of the beneficial owners.
- 18.4. Nothing contained in the Act or these Articles, regarding the necessity of having distinctive numbers / certificate numbers, shall apply to Securities held in a Depository. Notwithstanding anything contained in the Act or these Articles, where the Securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode and/or by delivery of floppies or disks.
- 18.5. Where the Securities are dealt with in a Depository, the Company shall intimate the details of allotment or relevant Securities to the Depository on allotment of such Securities.
- 18.6. The register of members and index of Beneficial Owners maintained by a Depository under the Depositories Act shall be deemed to be a register of members and other Security holders.



- 18.7. As a registered owner the Depository shall not have any voting rights or any other rights in respect of the Securities held by it. Every Person whose name is entered as the Beneficial owner of shares in the records of the Depository shall be deemed to be a Shareholder. Every Beneficial owner of Securities shall be entitled to all the rights and benefits including voting rights and be subject to all the liabilities in respect of the securities which are held by the Depository.

## **19. NOMINATION OF SECURITIES**

- 19.1. In accordance with and subject to the provisions of Section 72 of the Companies Act 2013, every holder of Securities or holder of debentures of the Company may, at any time, nominate, in the prescribed manner, a Person to whom his Securities or debentures of the Company shall vest in the event of his death.
- 19.2. Where the Securities or debentures of the Company are held by more than one Person jointly, the joint holders may together nominate, in the prescribed manner, a Person to whom all the rights in the Securities or debentures of the Company shall vest in the event of death of all the joint holders.
- 19.3. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such Securities or debentures of the Company, where a nomination made in the prescribed manner purports to confer on any Person the right to vest the Securities or debentures of the Company, or as the case may be, on the death of the joint holders, the nominee shall become entitled to all the rights in the Securities or debentures of the Company, or as the case may be, on the death of all the joint holders, in relation to such Securities in or debentures of the Company, to the exclusion of all other Persons, unless the nomination is varied or cancelled in the prescribed manner.

## **20. TRANSMISSION IN CASE OF NOMINATION**

- 20.1. Any Person who becomes a nominee by virtue of the provisions of Article 18, upon the production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either:
- (a) to be registered himself as holder of the Securities and/or debenture(s) as the case may be; or
  - (b) to make such Transfer of the Securities and/or debenture(s), as the case may be, as the deceased shareholder and/or debenture-holder concerned or deceased joint-holder as the case may be, could have made.
- 20.2. If the Person being a nominee, so becoming entitled, elects himself to be registered as holder of the Securities and/or debenture(s), as the case may be, he shall deliver or send to the Company a notice in writing duly signed by him stating that the nominee concerned so elects and such notice shall be accompanied with the death certificate(s) of the deceased shareholder/debenture holder/joint holders, as the case may be.
- 20.3. All the limitations, restrictions and provisions of the Articles relating to the right to Transfer and the registration of Transfers of Securities and/or debenture(s) shall be applicable to any such notice or Transfer as aforesaid as if the death of the shareholder/debenture-holder had not occurred and the notice or Transfer were signed by that shareholder and/or debenture-holder or joint-holder, as the case may be.
- 20.4. A Person being a nominee, becoming entitled to the Securities and/or debenture(s) by reason of the death of the holder, shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the

Securities and/or debenture(s) except that he shall not, before being registered a shareholder in respect of his Securities, be entitled in respect of it to exercise any right conferred by membership in relation to meeting of the Company. Provided that the Board may, at any time, give notice requiring any such Person to elect either to be registered himself or to Transfer the Securities and/or debentures. If the notice is not complied with within ninety (90) days, the Board may thereafter withhold payments of all dividends, bonuses or other moneys payable or rights accruing in respect of the Securities and/or debenture(s) until the requirements of the notice have been complied with.

## **21. DEATH OF ONE OR MORE JOINT HOLDERS OF SECURITIES**

- 21.1. Every holder of Securities and/or debenture(s) of the Company may at any time nominate, in the manner prescribed under the Act, a person to whom his Securities and/or debenture(s) of the Company shall vest in the event of his death.
- 21.2. Where the Securities and/or debenture(s) of the Company are held by more than one Person jointly, all the joint holders may together nominate, in the manner prescribed under the Act, a Person to whom all the rights in the Securities and/or debenture(s) of the Company, as the case may be, shall vest in the event of death of all the joint holders.
- 21.3. Notwithstanding anything contained in any other law for the time being in force or in these Articles or in any disposition, whether testamentary or otherwise, in respect of such Securities and/or debenture(s) of the Company, where a nomination made in the manner prescribed under the Act purports to confer on any person the right to vest the Securities in and/or debenture(s) of the Company, the nominee shall, on the death of the shareholder and/or debenture holder concerned or on the death of all the joint holders, as the case may be, become entitled to all the rights in relation to such share(s) and/or debenture(s) to the exclusion of all other persons unless the nomination is varied / cancelled in the manner prescribed under the Act.
- 21.4. Where the nominee is a minor, the holder of the Securities and/or debenture(s) of the Company can make a nomination in the manner prescribed under the Act to appoint any person to become entitled to the Securities and/or debentures(s) of the Company in the event of his death during the minority.

## **22. PERSONS ENTITLED MAY RECEIVE DIVIDEND**

A Person entitled to any Securities by transmission shall, subject to the right of the Directors to retain such dividends or money as hereinafter provided, be entitled to receive and may be given a discharge for any dividends or other moneys payable in respect of the Securities.

## **23. COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO SHAREHOLDERS**

Copies of the Memorandum of Association of the Company and Articles and other documents referred to in Section 17 of the Act shall be sent by the Company to every shareholder at his request within seven (7) days of the request on payment of the sum of Rupee Ten (Re.10/-) for each copy.

## **24. BORROWING POWERS**

- 24.1. Subject to the provisions of Sections 179 and 180 of the Companies Act, 2013 and of these Articles the Board may from time to time at its discretion, by a resolution passed at a meeting of the Board, generally raise or borrow or secure the payment of any sum or sums of money for the Company. Provided however that, where the moneys to be



borrowed together with the moneys already borrowed (apart from temporary loan 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 reserves (not being reserves set apart for any specific purpose), the Board shall not borrow such moneys without the consent of the shareholders in Shareholders' Meeting.

- 24.2. Subject to these Articles, 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 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.
- 24.3. Subject to the provisions of these Articles, any debentures, debenture-stock or other Securities may be issued at a premium or otherwise and subject to the provisions of the Act, may be issued on condition that they shall be convertible into shares of any denomination and with any privileges or conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of Equity Shares shall be issued only with the consent of the shareholders in General Meeting.
- 24.4. The Company shall, if at any time it issues debentures, keep a register and index of debenture-holders in accordance with Section 88 of the Companies Act, 2013. The Company shall have the power to keep in any State or country outside India, a branch register of debenture-holders resident in that State or Country.
- 24.5. Subject to the provisions of these Articles, if any uncalled Share Capital is included in or charged by any mortgage or other securities, the Directors may, subject to the provisions of the Act and these presents, make calls on the shareholders in respect of such uncalled capital in trust to the Person in whose favour such mortgage or security is executed.
- 24.6. The Company shall comply with all the provisions of the Act and these Articles in respect of the mortgages or charges created by the Company and the registration thereof and the Transfer of the debentures of the Company and the register required to be kept in respect of such mortgages, charges and debentures.

## **25. DIVIDENDS AND RESERVE**

- 25.1. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.
- 25.2. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.
- 25.3. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed

in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

- 25.4. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- 25.5. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
- 25.6. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.
- 25.7. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
- 25.8. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- 25.9. The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.
- 25.10. Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- 25.11. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- 25.12. Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.
- 25.13. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
- 25.14. No dividend shall bear interest against the Company.
- 25.15. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.
- 25.16. No shareholder shall be entitled to receive payment of any interest or dividend in respect of his share or shares whilst any money may be due or owing from him to the



Company in respect of such share or 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 due from him to the Company.

- 25.17. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
- 25.18. Unless otherwise directed, any dividend may be paid by cheque or warrant or by a payslip or receipt or by any electronic mode having the force of a cheque or warrant, sent through the post to the registered address of the member or Person entitled or 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 is sent. The Company shall not be liable or responsible for any cheque or warrant or payslip or receipt lost in transmission or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any payslip or receipt or the fraudulent recovery of the dividend by any other means. If several persons are registered as joint-holders of any shares, any one of them can give effectual receipts for any dividends or other moneys payable in respect thereof. No unclaimed dividend shall be forfeited before the claim thereto becomes barred by law. The Directors may annul such forfeiture and pay any such dividend.
- 25.19. Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, the Company shall transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the Company in that behalf in any scheduled bank to be called "Unpaid Dividend Account". The Company shall within a period of ninety days of making any transfer of an amount to the Unpaid Dividend Account, prepare a statement containing the names, their last known addresses and the unpaid dividend to be paid to each person and place it on the website of the Company and also on any other website approved by the Central Government, for this purpose. Any money transferred to the unpaid dividend account of a Company which remains unpaid or unclaimed for a period of seven (7) years from the date of such transfer, shall be transferred by the Company to the Fund known as Investor Education and Protection Fund established under Section 125 of the Companies Act, 2013. No unclaimed or unpaid dividend shall be forfeited by the Board.

## **26. ANNUAL GENERAL MEETINGS**

- 26.1. In addition to any other meetings, General Meetings shall be held at such intervals as are specified in Section 96 of the Companies Act, 2013 and subject to the provisions of Section 96 (2) of the Companies Act 2013, at such times and places as may be determined by the Board.
- 26.2. Each such General Meeting shall be called an Annual General Meeting. Every Annual General Meeting shall be called for a time during business hours, that is, between 9 a.m. and 6 p.m. on a day that is not a National Holiday and shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is situated.

## **27. EXTRA ORDINARY GENERAL MEETING**

- 27.1. All other meetings of the Company other than those referred to in the preceding Article 26 shall be called Extraordinary General Meeting.
- 27.2. Subject to the provisions of these Articles, the Directors may, whenever they think fit

and they shall, on the requisition of the holders of not less than one-tenth of the paid-up Share Capital of the Company as at the date earns right of voting in regard to the matter in respect of which the requisition is made, forthwith proceed to convene an Extra-ordinary General Meeting and in the case of such requisition, the provisions of Section 100 of the Companies Act, 2013 shall apply.

- 27.3. Any valid requisition so made by the shareholders must state the object or objects of the meeting proposed to be called and must be signed by the holders making the requisition and be deposited at the office provided that such requisition may consist of several documents in like form, each signed by one or more holders making the requisition.
- 27.4. Subject to the provisions of these Articles, upon the receipt of any such requisition, the Board shall forthwith call an Extra-ordinary General Meeting and if they do not proceed within twenty one (21) days from the date of the requisition being deposited at the registered office to cause a meeting to be called on a day not later than forty five (45) days from the date of deposit of the requisition, the shareholders making the requisition, or such of their number as represent either a majority in value of the Share Capital held by all of them or not less than one-tenth of such of the Share Capital as is referred to in Section 100(4) of the Companies Act 2013, whichever is less, may themselves call the General Meeting, but in either case, any General Meeting so called shall be held within three (3) months from the date of the delivery of the requisition as aforesaid.
- 27.5. Any meeting called under the foregoing Articles by the shareholders making the requisition shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.
- 27.6. A minimum twenty one (21) days' prior written notice shall be given to all the shareholders of any Shareholders' Meeting accompanied by the agenda for such meeting.
- 27.7. In the case of all the shareholder Meetings and in the case of any other meeting in any event, there shall be annexed to the notice of the meeting a statement setting out all the material facts concerning each such items of business, including in particular, the nature and extent of the interest, if any, therein of every Director and the manager (if any). Where any item of business consists of the accord of approval to any documents by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
- 27.8. The accidental omission to give any such notice to or the non-receipt of notice by any of the shareholders or persons entitled to receive the same shall not invalidate the proceedings at any such meeting.
- 27.9. No Shareholders' Meeting, Annual or Extra-ordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which the meeting was convened.

## **28. QUORUM IN A SHAREHOLDERS' MEETING**

- 28.1. Subject to the provisions of Section 103 of the Companies Act, 2013 and the Articles, five (5) shareholders shall constitute quorum in Shareholder's Meetings of the Company if number of shareholders as on date of meeting is not more than One Thousand; Fifteen (15) shareholders shall constitute quorum in Shareholder's Meetings of the Company if number of shareholders as on date of meeting is more than One Thousand but not more than Five Thousand; Thirty (30) shareholders shall constitute quorum in



Shareholders' Meetings of the Company if number of shareholders as on date of meeting exceeds five thousand.

- 28.2. In the absence of a valid quorum at any Shareholders' Meeting, such Shareholders' Meeting shall be adjourned to the same place and time seven (7) days later. If at the adjourned meeting also a valid quorum is not present, then, the shareholders present at such meeting shall be deemed to be the valid quorum and the Shareholders' Meeting shall continue and proceed with its agenda, subject to their being a valid quorum as per the provisions of the Act. The meeting, if called by requisitionists under Section 100, shall stand cancelled.
- 28.3. The Chairman (if any) of the Board of Directors appointed in terms of Article 35 shall be entitled to take the Chair at every General Meeting, whether Annual or Extra-ordinary. If there be no such Chairman of the Board of Directors or if at any meeting he or other Persons specified in Article 35 shall not be present within ten minutes of the time appointed for holding such meeting or shall decline to take the Chair, then any other Director present thereat shall be entitled to take the Chair and the shareholders present shall elect that Director as Chairman and if no Director be present or if all the Directors present decline to take the Chair, then the shareholders present shall elect one of them to be the Chairman.
- 28.4. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
- 28.5. The Chairman with the consent of the shareholders in a General Meeting may and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place 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. Subject to the provisions of the Act and these Articles, it shall not be necessary to give any notice of an adjournment or of the date, the time or the place of the adjourned meeting or of the business to be transacted thereat.

## **29. DECISIONS BY POLL**

- 29.1. At any General Meeting, a resolution put to the vote of the meeting shall be decided by poll if so demanded by the shareholders. The poll may be by open voting or by ballot as the Chairman shall direct and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting.
- 29.2. Subject to the provisions of the Act, the Chairman of the General Meeting shall have power to regulate the manner in which a poll shall be taken. The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
- 29.3. Subject to the provisions of Section 110 of the Companies Act, 2013 read with the Companies (Management and Administration) Rules, 2014, the Company may pass resolutions by way of postal ballot from time to time.

## **30. VOTES OF SHAREHOLDERS**

- 30.1. No shareholder shall be entitled to vote either personally or by proxy for another shareholder at any General Meeting or meeting of a class of shareholders either upon a show of hands or upon poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has any right of lien and has exercised the same.

- 30.2. Subject to these Articles, on a show of hands, every holder of Equity Shares entitled to vote and present in person shall have one vote and on a poll the voting right of every holder of Equity Shares, whether present in person or by proxy, shall be in proportion to his share of the Share Capital.
- 30.3. The voting rights of the holders of preference shares shall be in accordance with Section 47 of the Companies Act, 2013.
- 30.4. A shareholder of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian and any such committee or guardian may, on a poll, vote by proxy. If any shareholder be a minor, the vote in respect of his shares shall be by his guardian or any one of his guardians.
- 30.5. Subject to the provisions of these Articles, votes may be given either personally or by proxy. A corporation being a shareholder may vote by representative duly authorised in accordance with Section 113 of the Companies Act, 2013 and such representative shall be entitled to speak, demand a poll, vote, appoint a proxy and in all other respects exercise the rights of a shareholder and shall be reckoned as a shareholder for all purposes.
- 30.6. Every proxy (whether a shareholder or not) shall be appointed in writing under the hand of the appointer or his attorney or if such appointer is a corporation, under the common seal of such corporation or the hand of its 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.
- 30.7. 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 registered office not less than 48 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. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date of its execution.
- 30.8. Every instrument of proxy, whether for a specified meeting or otherwise, shall, as nearly as circumstances will admit, be in either of the form set out in Form No. MGT.11 of Companies (Management and Administration) Rules, 2014.
- 30.9. 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 of any power of attorney under which such proxy was signed or the transfer of the share in respect of which the vote is given provided that no intimation in writing of the death, revocation or transfer shall have been received at the office of the Company before the meeting.
- 30.10. 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 purpose of every meeting of the Company or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.
- 30.11. A shareholder present by proxy shall be entitled to vote only on a poll.
- 30.12. 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, not disallowed at such meeting or poll, shall be deemed valid for all purposes of such meeting or poll whatsoever.

- 30.13. 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 time of taking of a poll shall be the sole judge of the validity of every vote tendered at such poll. A declaration by the Chairman in pursuance of Section 107 of the Companies Act 2013 that, on a show of hands, a resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against such resolution.
- 30.14. Any Person who transfers any shares in terms of these Articles 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 (48) hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Directors of his right to Transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.
- 30.15. A person appointed as proxy shall act on behalf of shareholders not exceeding fifty members and holding not more than 10% of the aggregate share capital carrying voting rights. The shareholder holding more than 10% of the total share capital of the Company carrying voting rights may appoint a single person as proxy and in that case, person appointed as proxy for such shareholder cannot act as proxy for any other person or shareholder.

### 31. MINUTES OF MEETINGS

Subject to the provisions of Section 118 of the Companies Act 2013, the Company shall cause to be kept minutes of all proceedings of General Meetings which shall contain a fair and correct summary of the proceedings thereat and a book containing such minutes shall be kept at the registered office of the Company and shall be open during business hours for such periods not being less in the aggregate than two (2) hours in each day as the Directors may determine for the inspection of any shareholder without charge. The minutes aforesaid shall be kept by making within thirty (30) days of the conclusion of every such meeting concerned entries thereof in the said book which shall have its pages consecutively numbered. Each page of the book shall be initialed or signed and the last page of the record of the proceedings of each meeting in the book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of the Chairman to sign as aforesaid within that period, by a Director duly authorised by the Board for that purpose. In no case shall the minutes be attached to any such book by pasting or otherwise. Copy of minutes of the meeting shall be sent by the Company to every shareholder at his request on payment of the sum of Rupee Ten (Re.10/-) for each copy.

### 32. BOARD OF DIRECTORS

32.1. \* The current Directors of the Company are:

- (1) Mr. Chintan Amrish Patel
- (2) Mrs. Maneka Vijay Mulchandani
- (3) Mr. Vinay Yeshwant Rane
- (4) Mr. Anil Shankar Kulkarni
- (5) Mr. Pranav Salil Kapur



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- 32.2. \* Subject to the provisions of these Articles and the Act, the number of Directors on the Board shall be not less than Three (3) Directors and not more than fifteen (15) Directors subject to passing a special resolution of Members.” .
- 32.3. Subject to the provisions of these Articles and the Act, the Board of the Company shall be responsible for the management, supervision, direction and control of the Company.

### 33. REMOVAL AND REPLACEMENT OF DIRECTORS

- 33.1. The Company may, subject to the provisions of Section 169 and other applicable provisions of the Act and these Articles, by Ordinary Resolution remove any Director not being a Director appointed by the Tribunal under Section 242 of the Companies Act, 2013 before the expiry of his period of office.
- 33.2. Special Notice as provided by these Articles or Section 115 of the Companies Act, 2013 shall be required of any resolution to remove a Director or to appoint some other person in place of a Director so removed at the Meeting at which he is removed.
- 33.3. On receipt of notice of a resolution to remove a Director under this Article, the Company shall forthwith send a copy thereof to the Director concerned and the Director (whether or not he is a Member of a Company) shall be entitled to be heard on the resolution at the Meeting.
- 33.4. Where notice is given of a resolution to remove a Director under this Article and the Director concerned makes, with respect thereto, representations in writing to the Company (not exceeding reasonable length) and requests their notification to Members of the Company, the Company shall, unless the representations are received by it too late for it to do so:
- (a) in the notice of the resolution given to the Members of the Company, state the fact of the representations having been made; and

send a copy of the representations to every Member of the Company to whom notice of the Meeting is sent (before or after the receipt of the representations by the Company) and if a copy of the representations is not sent as aforesaid because they were received too late or because of the Company's default, the Director may (without prejudice to his right to be heard orally) require that the representations shall be read out at the Meeting; provided that copies of the representations need not be sent or read out at the Meeting if on the application, either of the Company or of any other person who claims to be aggrieved, the Company Law Board is satisfied that the rights conferred by this Sub-clause are being abused to secure needless publicity for defamatory matter.

- 33.5. A vacancy created by the removal of the Director under this Article may, if he had been appointed by the Company in General Meeting or by the Board, in pursuance of these Articles or Section 169 of the Companies Act 2013, be filled by the appointment of another Director in his place by the Meeting at which he is removed, provided special notice of the intended appointment has been given under these Articles. A Director so appointed shall hold office until the date upto which his predecessor would have held office if he had not been removed as aforesaid.

\* Altered by a Special resolution passed at the Annual General Meeting of the Company held on September 14, 2022

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- 33.6. If the vacancy is not filled as mentioned above, it may be filled as a casual vacancy in accordance with the provisions, in so far as they are applicable, of these Articles or Section 161 of the Companies Act, 2013 and all the provisions of that Article and Section shall apply accordingly.
- 33.7. A Director who was removed from office under this Article shall not be re-appointed as a Director by the Board of Directors.
- 33.8. Nothing contained in this Article shall be taken:-
- (a) as depriving a person removed hereunder of any compensation of damages payable to him in respect of the termination of his appointment as Director; or
  - (b) as derogating from any power to remove a Director which may exist apart from this Article.

#### **34. DIRECTOR'S ACCESS**

Each Director shall be entitled to examine the books, accounts and records of the Company and shall have free access, at all reasonable times and with prior written notice, to any and all properties and facilities of the Company.

#### **35. CHAIRMAN OF THE BOARD**

The Chairman of the Board of the Company shall be appointed by the Board from amongst the Directors present at such Board Meeting shall be the Chairman of such Board Meeting. In case of an equality of votes, the Chairman of the Board shall have a second or casting vote.

#### **36. ALTERNATE DIRECTOR**

Subject to the provisions of Section 161(2) of the Companies Act, 2013, each Director shall be entitled to nominate an Alternate Director, not being a person holding any alternate directorship for any other director in the Company, to act in accordance with the Act. No person shall be appointed as an Alternate Director for an Independent Director unless he is qualified to be appointed as an Independent Director under the provisions of the Act. Each Director shall also have a right to withdraw the nominated Alternate Director and nominate another in his/her place. The shareholders shall take all such actions, including exercising their votes in relation to the equity shares controlled by them, as may be required to cause any Alternate Director nominated pursuant to this Article 36 to be duly elected or appointed.

#### **37. POWER TO APPOINT EX-OFFICIO DIRECTORS**

Subject to the provisions of these Articles, whenever Directors enter into a contract with any Government, Central, State or Local, any bank or financial institution or any Person or Persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or entering into any other arrangement whatsoever, the Directors shall have, subject to the provisions of Section 161 of the Act, the power to agree that such appointer shall have the right to appoint or nominate by a notice in writing addressed to the Company, one or more Directors on the Board for such period and upon such conditions as may be mentioned in the agreement and that such Director or Directors may not be liable to retire by rotation nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the appointer entitled to appoint or nominate them and the appointer may fill any vacancy that may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges



exercised and enjoyed by the Directors of the Company including payment of remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with the appointer.

### **38. DEBENTURE DIRECTORS**

If it is provided by the trust deed, securing or otherwise, in connection with any issue of debentures of the Company, that any Person or Persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debentures, the Person or Persons having such power may exercise such power from time to time and appoint a Director accordingly ("Debenture Director"). A Debenture Director may be removed from office at any time by the Person or Persons in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification shares.

### **39. DIRECTORS' POWER TO ADD TO THE BOARD**

Subject to the provisions of Sections 161 and 152 of the Companies Act, 2013 and these Articles, the Board shall have power at any time and from time to time to appoint any other qualified person to be an additional Director, but so that the total number of Directors shall not at any time exceed the maximum fixed under the Act. Any such additional Director shall hold office only up to the date of the next Annual General Meeting.

### **40. DIRECTORS' POWER TO FILL CASUAL VACANCIES**

Subject to the provisions of Sections 152 and 161 of the Companies Act, 2013 and these Articles including Article 36, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated by him.

### **41. REMUNERATION OF DIRECTORS**

- 41.1. Subject to the provisions of the Act and these Articles, the Executive Chairman or a Managing Director or Director, who is in the whole-time employment of the Company may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.
- 41.2. Subject to the provisions of the Act, a Director other than the Executive Chairman or a Director in the whole-time employment or a Managing Director may be paid remuneration either:
  - (a) by way of monthly, quarterly or annual payment with the approval of the Central Government; or
  - (b) by way of commission, if the Company has, by a special resolution, authorised such payment.
- 41.3. The fee payable to a Director (including the Executive Chairman or a Managing or Whole-time director, if any) for attending a meeting of the Board or Committee thereof shall be decided by the Board from time to time within the limit of such fee that may be prescribed by the Central Government under the proviso to Section 197 of the Companies Act, 2013.



**42. EXPENSES**

The reasonable costs of attendance of Directors at Board Meetings (including costs of business class airfare, hotel accommodation and local transportation) shall be borne by the Company.

**43. DIRECTORS MAY ACT NOTWITHSTANDING ANY VACANCY**

The continuing Directors may act notwithstanding any vacancy, so long as their number is not reduced below the minimum number fixed by these Articles and the continuing Directors, being not less than two, for the purpose of increasing the number of Directors to that number, or for summoning a Shareholders Meeting, but for no other purpose.

**44. WHEN OFFICE OF DIRECTORS TO BECOME VACANT**

Subject to Sections 164, 167 and 188 of the Companies Act, 2013 and these Articles, the office of a Director shall become vacant if:

- (a) he is found to be of unsound mind by a Court of competent jurisdiction; or
- (b) he applies to be adjudicated as an insolvent; or
- (c) he is adjudged an insolvent; or
- (d) he has been convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from date of expiry of the sentence;

Provided that if a person has been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more, he shall not be eligible to be appointed as a director in any Company, or

- (e) he fails to pay any call made on him in respect of the shares held by him, whether alone or jointly with others, within six (6) months from the date fixed for the payment of such call; or
- (f) he becomes disqualified by an order of the Court or Tribunal and the order is in force ; or
- (g) he has been convicted of the offence dealing with related party transactions under section 188 of the Companies Act, 2013 at any time during the last preceeding five years; or
- (h) he has not complied with sub-section (3) of section 152.

**45. DIRECTOR MAY CONTRACT WITH COMPANY**

Related party as defined in Section 2(76) of the Companies Act, 2013 may enter into any contract or arrangement with respect to items specified in Section 188 of the Companies Act, 2013 with the Company subject to the provisions of these Articles and provisions of the Section 188 of the Companies Act, 2013 and Companies (Meetings of Board and its Powers) Rules, 2014.

**46. DISCLOSURE OF INTEREST**

A Director of the Company who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement or proposed contract or arrangement entered into or to



be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in which the contract or arrangement is discussed and such interested director shall not participate in any discussion of, or vote on, any contract, arrangement or proposal in which he is interested. in the manner provided in Section 184 of the Companies Act, 2013 provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other company where any of the Directors of the Company or two or more of them together holds or hold not more than two percent (2%) of the paid-up share capital in any such other Company.

#### **47. GENERAL NOTICE OF INTEREST**

Every director shall disclose his concerns or interest at the first meeting of the Board of Directors in which he participates as a director and thereafter at the first meeting of the Board of Directors in every financial year or if there is any change in disclosures already made by director, then at the first board meeting held after such change, disclose his concern or interest in any Company or Companies or Bodies Corporate, firms or other association of individual along with shareholding details as prescribed in Companies (Meetings of Board and it Powers) Rules, 2014.

#### **48. INTERESTED DIRECTORS NOT TO PARTICIPATE OR VOTE IN BOARD'S PROCEEDINGS**

No Director shall, as a Director, take any part in the discussion of or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company, if he is in any way, whether directly or indirectly, concerned or interested in such contract or arrangement, nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote and if contract or arrangement is entered into by the Company without disclosure as per Article 46 or with participation by a director who is concerned or interested in any way, directly or indirectly, in the contract or arrangement then such contract or arrangement shall be voidable at the option of the Company. Provided however, that nothing herein contained shall apply to:

any contract or arrangement entered into or to be entered into between two Companies where any of the directors of the one Company or two or more of them together holds or hold not more than two percent of the paid-up share capital in the other Company.

#### **49. REGISTER OF CONTRACTS IN WHICH DIRECTORS ARE INTERESTED**

The Company shall keep a register in accordance with Section 189 of the Companies Act 2013 and shall within the time specified in Section 189(2) of the Companies Act 2013, enter therein such of the particulars as may be relevant having regard to the application thereto of Section 184(2) or Section 188 of the Companies Act 2013, as the case may be. The register aforesaid shall also specify, in relation to each Director or Key Managerial Personnel of the Company, the names of the bodies corporate and firms of which notice has been given by him under Article 46. The register shall be kept at the registered office of the Company and shall be open to inspection at such office and extracts may be taken therefrom and copies thereof may be required by any member of the Company, to the same extent, in the same manner and on payment of Rs. 10/- per copy the same fee, as in the case of register of members of the Company and the provisions of Section 94 of the Act shall apply accordingly.

#### **50. DIRECTORS MAY BE DIRECTORS OF COMPANIES PROMOTED BY THE COMPANY**

Subject to the provisions of Articles 60 and 61, a Director may be or become a Director of any company promoted by the Company or in which he may be interested as vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as a director or shareholder of such company except in so far as Section 197 or Section 188 of the Companies Act, 2013 may be applicable.



#### **51. RETIREMENT OF DIRECTORS BY ROTATION**

Subject to the provisions of Article 37 and 38, at every Annual General Meeting, one third of such of the Directors for the time being as are liable to retire or if their number is not three or a multiple of three, the number nearest to one-third, shall retire from office.

#### **52. DETERMINATION OF DIRECTORS RETIRING BY ROTATION AND FILLING OF VACANCIES**

Subject to the provisions of Articles 32 and 33 and Section 152 of the Companies Act 2013, the Directors to retire by rotation under Article 51 at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between persons who become Directors on the same day, those who are to retire, shall, in default of and subject to any agreement among themselves, be determined by lot.

#### **53. ELIGIBILITY FOR RE-ELECTION**

A retiring Director shall be eligible for re-election.

#### **54. COMPANY TO APPOINT SUCCESSORS**

Subject to the provisions of Article 33, the Company at the Shareholders' Meeting at which a Director retires in manner aforesaid, may fill up the vacated office by electing a person thereto.

#### **55. PROVISION IN DEFAULT OF APPOINTMENT**

- 55.1. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.
- 55.2. If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been reappointed at the adjourned meeting, unless:
  - (a) at that meeting or at the previous meeting, resolution for the reappointment of such Director has been put to the meeting and lost;
  - (b) the retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be re-appointed;
  - (c) he is not qualified or he is disqualified for appointment;
  - (d) a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or
  - (e) the proviso to Sub-section (2) of Section 162 of the Companies Act, 2013 is applicable to the case.

#### **56. COMPANY MAY INCREASE OR REDUCE THE NUMBER OF DIRECTORS**

Subject to the provisions of these Articles, including Article 33 and Section 149 of the Companies Act 2013, the Company may by special resolution, from time to time, increase the number of Directors and may by ordinary resolution, remove the number of directors (subject to the provisions of Section 169 of the Companies Act, 2013) before the expiration of his period of



office and appoint another qualified Person in his stead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

#### **57. NOTICE OF CANDIDATE FOR OFFICE OF DIRECTOR EXCEPT IN CERTAIN CASES**

57.1. No person, not being a retiring Director, shall be eligible for appointment to the office of Director at any Shareholders' Meeting unless he or some shareholders intending to propose him has, not less than fourteen (14) days before the meeting, left at the registered office of the Company, a notice in writing under his hand signifying his candidature for the office of Director or the intention of such shareholders to propose him as a candidate for that office along with a deposit of one lakh rupees which shall be refunded to such person or, as the case may be, to such shareholder, if the person succeeds in getting elected as a Director or gets more than twenty-five percent of the total valid votes cast either on show of hands or on poll on such resolution..

57.2. Every person (other than a director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Companies Act, 2013 signifying his candidature for the office of a Director) proposed as a candidate for the office of Director shall sign and file with the Company, the consent in writing to act as a Director, if appointed.

#### **58. REGISTER OF DIRECTORS ETC. AND NOTIFICATION OF CHANGE TO REGISTRAR**

The Company shall keep at its registered office a register containing the particulars of its Directors and Key Managerial Personnel and shall otherwise comply with the provisions of the said Section in all respects.

#### **59. REGISTER OF SHARES OR DEBENTURES HELD BY DIRECTORS**

The Company shall in respect of each of its Director and Key Managerial Personnel keep at its registered office a register as required by Section 170 of the Companies Act, 2013 and shall otherwise duly comply with the provisions of the said Section in all respects.

#### **60. DISCLOSURE BY DIRECTOR ON APPOINTMENT TO ANY OTHER BODY CORPORATE**

Every director and Key Managerial Personnel within a period of thirty days of his appointment, or relinquishment of his office, as the case may be, disclose to the Company the particulars specified in sub-section (1) of section 184 relating to his concern or interest in any company or companies or bodies corporate (including shareholding interest), firms or other association which are required to be included in the register under that section 189 of the Companies Act, 2013.

#### **61. DISCLOSURE BY A DIRECTOR OF HIS HOLDING OF SHARES AND DEBENTURES OF THE COMPANY, ETC.**

Every Director and Key Managerial Personnel shall give notice to the Company of such matters relating to himself as mentioned in Article 60 for the purpose of enabling the Company to comply with the provisions of Section 189 of the Companies Act, 2013.

#### **62. MANAGEMENT**

62.1. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its members as Managing Director or Managing Directors of the Company upon such terms and conditions as the Board thinks fit and the Board may by resolution vest in such Managing Director or Managing Directors 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 Managing Directors may be by way of monthly payment, fee for each meeting or participation in profits or by any or all these modes or any other mode not expressly prohibited by the Act and shall be subject to such limitations as may be prescribed by the Act. The Directors may whenever they appoint more than one Managing Director, designate one or more of them as "Joint Managing Director" or "Joint Managing Directors" or "Deputy Managing Director" or "Deputy Managing Directors", as the case may be, and accordingly the expression "Managing Director" shall also include and be deemed to include "Joint Managing Director" or "Deputy Managing Director" as the case may be.

- 62.2. The Managing Director or Managing Directors who are in the whole-time employment of the Company shall, subject to supervision and control of the Board of Directors, exercise such powers as are vested in them by the Board.
- 62.3. The Company shall not appoint or employ or continue the appointment or employment of a person as its Chairman or Managing or Whole-time director who,
- (a) is an un-discharged insolvent or has at any time been adjudged an insolvent; or
  - (b) is or has at any time been convicted by a Court of an offence involving moral turpitude.
- 62.4. If Executive Chairman, Vice Chairman or Managing Director ceases to hold the office of Director, he shall ipso facto and immediately cease to be a Chairman, Vice Chairman or a Managing Director.
- 62.5. Subject to the provisions of the Act and these Articles, the Managing Director or Managing Directors shall not, while he or they continue to hold that office, be subject to retirement by rotation.

### **63. BOARD MEETINGS**

The Board of the Company will meet not less than once a quarter in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board: The Board Meeting of the Company shall be held in any location as may be agreed by the Directors.

### **64. QUORUM FOR BOARD MEETINGS**

Subject to the terms set out in these Articles and the provisions of the Act, two (2) Directors or 1/3<sup>rd</sup> of its total strength (any fraction in that one-third being rounded off as one) whichever is higher and the participation of the directors by video conferencing or by other audio visual means, would also constitute a quorum for the Board Meetings of the Company. In the absence of a valid quorum at a Board Meeting, such a Board Meeting shall be adjourned to the same place and time seven (7) days later or if that day is national holiday, till the next succeeding day, which is not national holiday, at the same time and place. If at the adjourned meeting also a valid quorum is not present, then the Directors present at such meeting shall be deemed to be the valid quorum and the Board Meeting shall continue and proceed with its agenda, subject to their being a valid quorum as per the provisions of the Act.

### **65. NOTICE OF BOARD MEETINGS**

A meeting may be called by the Chairman of the Board of the Company or any one (1) other



Director giving notice in writing to the Company Secretary specifying the date, time and agenda for such meeting. The Company Secretary of the Company shall upon receipt of such notice give a copy of such notice to all Directors of such meeting, accompanied by a written agenda specifying the business of such meeting and copies of all papers relevant for such meeting. The Company shall ensure that sufficient information is sent with such notice to the Directors to enable each Director to make a decision on the issue in question at such meeting. Not less than a minimum seven (7) days' prior notice shall be given to each Director of any Board Meeting of the Company or the Subsidiary, as the case may be, accompanied by the agenda for the Board meeting by hand delivery or by post or by electronic means. The meeting may be called at shorter notice to transact business on urgent basis subject to the condition that at least one independent director shall be present at the meeting. In case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director. The quorum for the Board Meeting of the Company shall be in accordance with these Articles including Articles 66 herein above.

#### **66. VOTING AT BOARD MEETINGS**

- 66.1. At any Board Meeting, each Director may exercise one (1) vote. The matters shall be decided in the manner set out in Article 68 herein below.
- 66.2. The Directors may participate in Board meetings through video conferencing or other audio visual means, which are capable of recording and recognizing the participation of the directors and of recording and storing the proceedings of such meetings along with date and time. However certain matters specifically prohibited by the Act shall not be dealt with in a meeting through video conferencing or other audio visual means.

#### **67. DECISION BY CIRCULATION**

A written resolution circulated to all the Directors or members of committees of the Board, whether in India or overseas, and signed by a majority of them as approved, shall (subject to compliance with the relevant requirements of the Act) be as valid and effective as a resolution duly passed at a meeting of the Board or committee of the Board called and held in accordance with these Articles (provided that it has been circulated in draft form, together with the relevant papers, if any, to all the Directors).

#### **68. DECISIONS AT BOARD MEETINGS**

Subject to any additional requirements under the Act and these Articles, at a duly called Board Meeting, all decisions shall be taken by a simple majority (the affirmative vote greater than fifty percent (50%) of the Directors present at a meeting duly called and for which requisite quorum is present) as required under these Articles or under the Act, as the case may be.

#### **69. DAY TO DAY MANAGEMENT**

The day to day management of the Company shall be delegated by the Board to the Managing Director who shall exercise such powers as may be delegated by the Board of Directors subject to its overall supervision and control.

#### **70. POWERS OF THE BOARD MEETING**

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



## **71. DIRECTORS MAY APPOINT COMMITTEE**

- 71.1. Subject to the provisions of these Articles and the restrictions contained in Section 179 of the Companies Act 2013, 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 wholly 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 purpose of its appointment but not otherwise, shall have the like force and effect as if done by the Board.
- 71.2. The Company shall have a separate executive committee of the Board of Directors consisting of such number of Directors and such personnel of the Company as may be deemed necessary by the Board of Directors of the Company (the "**Committee of Board**"). The Committee of Board will meet every month or at any time as the Directors deem necessary to, inter alia, discuss the ongoing business developments of the Company.

## **72. MEETING OF COMMITTEE HOW TO BE GOVERNED**

The meeting and proceedings of any such committee of the Board shall be governed by the provisions herein contained for regulating the meeting and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors.

## **73. ACTS OF BOARD OR COMMITTEE VALID NOTWITHSTANDING INFORMAL APPOINTMENT**

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 Director 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 if every such person had been duly appointed and was qualified to be a Director and had not vacated his office or his appointment had not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

## **74. MINUTES OF BOARD MEETINGS**

- 74.1. The Company shall cause minutes of all proceedings of every meeting of the Board and committee thereof to be kept by making within thirty (30) days of the conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered.
- 74.2. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting.
- 74.3. In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- 74.4. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.



- 74.5. All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- 74.6. The minutes shall also contain:
- (a) the names of the Directors present at the meeting; and
  - (b) in the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution.
- 74.7. Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

## **75. POWERS OF THE BOARD**

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 and to do provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or in other statute or by the Memorandum of Association of the Company or by these Articles or otherwise, to be exercised or done by the Company in general meeting provided further that in exercising any such power or doing any such act or things, the Board shall be subject to the provisions in that behalf contained in the Act or in any other Act or in the Memorandum of Association of the Company or these Articles or any regulations not inconsistent therewith and 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 those regulations had not been made.

## **76. CAPITALISATION**

- 76.1. Subject to the provisions of these Articles, the Company may at any General Meeting resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of any reserve or reserves or any capital redemption reserve fund or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the share premium account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend. The distribution shall be made in the same proportion on the footing that they become entitled thereto as capital. All or any part of such capitalised fund may be applied on behalf of such shareholders in paying up in full any un-issued shares, debentures or debenture-stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum. Provided that any sum standing to the credit of a share premium account or a capital redemption reserve fund may, for the purpose of this Article only, be applied in the paying up of un-issued shares to be issued to members of the Company as fully paid bonus shares.
- 76.2. A General Meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company or any investment representing the same or any other undistributed profits of the Company, not subject to charge for income-tax, be distributed among the members on the footing that they receive the same as capital.
- 76.3. For the purpose of giving effect to any resolution under the preceding two Articles, the Board may settle any difficulty which may arise in regard to the distribution, as they think expedient and in particular, may issue fractional certificates and may fix the value



for distribution of any specific assets and may determine what cash payments shall be made to any members upon the footing of the value so fixed 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 or capitalised fund as may seem expedient to the Board. Where requisite, a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the Persons entitled to the dividend or capitalised fund and such appointment shall be effective.

## **77. BOOKS AND DOCUMENTS**

- 77.1. The Company shall, and the Company shall cause its Subsidiaries and Affiliates to, keep proper, complete and accurate books of account in rupees in accordance with Indian accounting standards. Further, the Directors shall cause to be kept proper books of account in accordance with Section 128 of the Companies Act, 2013 with respect to:
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place;
  - (b) all sales and purchases of goods by the Company; and
  - (c) the assets and liabilities of the Company.
- 77.2. The books of account shall be kept at the registered office or subject to the proviso to Section 128 of the Companies Act, 2013 at such other place as the Directors think fit and shall be open to inspection by the Directors during the business hours.
- 77.3. The Directors shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors.
- 77.4. The Directors shall from time to time in accordance with Sections 129, and 134, of the Act, cause to be prepared and to be laid before Company in General Meeting such profit and loss account and balance sheet as are referred to in those Sections.
- 77.5. 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 (21) days before the same are to be laid before the members, be sent to every member 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 persons entitled to receive notices of General Meetings of the Company.

## **78. AUDIT**

- 78.1. The auditors of the Company shall be appointed and their rights and duties regulated in accordance with Sections 139 and 147 of the Companies Act, 2013 and these Articles.
- 78.2. Every account of the Company when audited and approved by General Meeting shall be conclusive except as regards any error discovered therein within three (3) months next after the approval thereof. When any such error is discovered within that period, the accounts shall forthwith be corrected and thenceforth shall be conclusive.



## **79. CODE OF CONDUCT**

The Board shall lay down a code of conduct for all the Board members and the senior management of the Company. All members of the Board and the senior management shall affirm compliance with the code of conduct on an annual basis.

## **80. COMMON SEAL**

- 80.1. The Board shall provide a common seal for the purpose of the Company and shall have powers 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 and in the presence of a Director of the Company or some other person appointed by the Directors for the purpose.
- 80.2. Every Deed or other instruments to which the Seal of the Company is required to be affixed shall be invalid unless the same is signed by one Director or some other person appointed by the Board for the purpose, provided nevertheless that certificate of shares may be sealed in accordance with the provisions of the Companies (Issue of Share Certificates) Rules, 1960 or the statutory modification or re-enactment thereof for the time being in force.

## **81. DOCUMENTS AND NOTICE**

- 81.1. A document or notice may be served or given by the Company on any member or an officer thereof either in writing or through electronic mode.
- 81.2. Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, pre-paying 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 a certificate of posting or by registered post with or without acknowledgement 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 such service shall be deemed to have been effected in the case of a notice of a meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case, the time at which the letter would be delivered in the ordinary course of post.
- 81.3. A document or notice advertised in a newspaper circulating in the neighbourhood 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 no registered address in India and has not supplied to the Company any address within India for the service of documents on him or the sending of notice to him.
- 81.4. A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a pre-paid letter addressed to him by name or by the title of representative 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 person claiming to be so entitled or (until such an address has not so been supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.
- 81.5. Documents or notice of every General Meeting shall be served in the same manner hereinbefore authorised on or to (a) every member (b) every person entitled to a share



in consequence of the death or insolvency of a member and (c) the auditor or auditors for the time being of the Company.

- 81.6. 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 each share received by him prior to his name and address being entered on the register of members, if it is duly served on the person from whom he derives his title to such Equity Share.
- 81.7. Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorised by the Board for such purpose and the signature may be written, printed or lithographed.
- 81.8. All documents or notices to be served or given by members on or to the Company or any officer thereof shall be served or given by sending them 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.

## **82. AUTHENTICATION OF DOCUMENTS**

Save as otherwise expressly provided in the Act or these Articles, documents or proceedings requiring authentication by the Company may be signed by a Director or an authorised officer of the Company and need not be under its Seal.

## **83. WINDING UP**

The liquidator on any winding-up (whether voluntary, under supervision or compulsory) may, with the sanction of a special resolution but subject to the rights attached to any preference share capital, divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of the kind or not) and may for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trust for the benefit of the contributories as the liquidator, with the like sanction, shall be compelled to accept on shares or other securities whereon there is any liability.

## **84. INDEMNITY AND RESPONSIBILITY**

- 84.1. The Company may, in its discretion and to the fullest extent permitted under applicable law, rule or regulation, indemnify any Director or officer or Secretary of the Company or any Person employed by the Company or auditor against any liability incurred by him by reason of any contract entered into or act or thing done by him as an officer, Director or Secretary or in any way in the discharge of his duties, or in defending any bona fide proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under Section 463 of the Act in which relief is granted to him by the Court. Such indemnity shall immediately attach as a lien on the property of the Company and have priority as between the Members over all other claims.
- 84.2. Subject to the provisions of the Act, no Director, Auditor or other officer of the Company shall be liable for the act, receipts, neglects or defaults of any other Director or officer or for joining in any receipts or other act for the sake of conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or company to or with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment, omission,



default or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in relation to the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.

**85. WAIVER**

In the event any requirement or condition as stipulated in these Articles are waived or amended in the manner as mutually agreed by shareholders by passing a special resolution, then such requirement or condition as set out in these Articles shall also be deemed to have been waived or amended to that extent.

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*\*Altered by a Special resolution passed at the Annual General Meeting of the Company held on September 14, 2022*



We, the several persons, whose names, addresses and descriptions are subscribed hereunder are desirous of being formed into a company in pursuance of this Articles of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:-

Sr. No.	Names, Addresses, Descriptions, Occupations and Signature of the Subscribers	Number of Equity shares taken by each Subscriber	Signature of Subscribers	Name, Address Description and Occupation of the Common Witness
1	<b>PRITHVIRAJ GAGGAR</b> S/o Shri Jhumarmal Gaggar 212, Hariom Market, Rewadi Bazar, Ahmedabad, Business	10 (Ten)	Sd/-	<div>WITNESS TO ALL</div> <div>NARENDRA KUMAR JAIN</div> <div>S/o Shri Roopchand Jain</div> <div>212 A, Street Chambers, Broach Street, Carnac Bunder,</div> <div>Bombay-400 009</div> <div>Chartered Accountant</div>
2	<b>DINESH KUMAR JAIN</b> S/o Shri Ajit Prasad Jain 13/4, L.I.G Colony, Kurla-W, Bombay-400070 Business	10 (Ten)	Sd/-	
3	<b>UMASHANKAR AGARWAL</b> S/o Shri Ved Prakash Agarwal 203 A, Radha Kunj, Anand Nagar, Vasai Road, Dist-Thane Service	10 (Ten)	Sd/-	
4	<b>SUDHA JAIN</b> W/o Shri Moti Lal Jain 603, B.Laxmi Apts, Borivali-E, Bombay-400066	10 (Ten)	Sd/-	
5	<b>SUSHIL JAIN</b> S/o Shri Kastur Chand Jain 13/4, L.I.G Colony, Kurla-W, Bombay-400070 Service	10 (Ten)	Sd/-	
6	<b>MUKESH KUMAR JAIN</b> S/o Shri Ajit Prasad Jain, 4085, Pahari Dhiraj, Delhi-110006 Business	10 (Ten)	Sd/-	
7	<b>PARAS NATH TIWARI</b> S/o Shri Ram Sundar Tiwari 503/8, Steel Chambers, S.T.Road, Bombay-400009 Service	10 (Ten)	Sd/-	
		70 (Seventy)		

Dated at BOMBAY, this 19<sup>th</sup> day of July, 1985

for **AUTORIDERS INTERNATIONAL LTD**  
*sunil khandani*  
**DIRECTOR / AUTHORISED SIGNATORY**