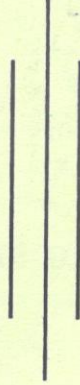


(THE COMPANIES ACT. 2013)  
(COMPANY LIMITED BY SHARES)

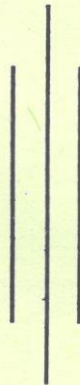


MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF



For Rama Vision Limited

  
(Raj Kumar Sehgal)  
Gen. Mgr. (Legal)  
cum Company Secretary

**RAMA VISION LIMITED**





प्राकप० एक

Form 1

निगमन का प्रमाण-पत्र

### Certificate of Incorporation

सं० 55-34717 ..... का सं ..... 1910

No. 55-34717 ..... of ..... 88-89

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज रामा विजन लिमिटेड।

कम्पनी अधिनियम, 1956 ( 1956 का 1 ) के अधीन निगमित की गई है और यह कम्पनी बरिसीमित है।

I hereby certify that RAMA VISION LIMITED

is this day incorporated under the Companies Act, 1956 ( No. 1 of 1956 ) and that the Company is limited.

मेरे हस्ताक्षर से आज ता० 3 माघ, 1910 ..... को दिया गया।

Given under my hand at NEW DELHI this TWENTY THIRD day of

JANUARY ..... One thousand nine hundred and EIGHTY NINE



। बी. भवानी शंकर।  
कम्पनी रजिस्ट्रार  
दिल्ली एवं हरियाणा

( B. BHAVANI SANKAR )

Registrar of Companies  
DELHI & HARYANA

For Rama Vision Limited

(Raj Kumar Sehgal)  
Gen. Mgr. (Legal)  
cum Company Secretary



Company No.55-34717.



## Certificate for Commencement of Business

व्यापार प्रारम्भ करने का प्रामाण-पत्र

Pursuant to section 149 (3) of the Companies Act, 1956

कम्पनी अधिनियम १९५६ की धारा १४९ (३) के अनुसरण में

I hereby certify that the RAMA VISION LIMITED

में एतद द्वारा प्रमाणित करता हूँ कि रामा विजन लिमिटेड।

which was incorporated under the Companies Act, 1956 on

जो कि कम्पनी अधिनियम, १९५६ के अन्तर्गत पंजीकृत की गई थी दिनांक 3- मार्च, 1910

the TWENTY THIRD day of JANUARY 19 89

and which has filed a duly verified declaration in the

श्रीर जिस ने कि यथावत् निर्धारित प्रपत्र में सत्यापित घोषणा पत्र प्रस्तुत

prescribed from that the conditions of section ~~149 (1) (a) to (d)~~ /

कर दिया है कि उस ने धारा ~~१४९ (१) (क) से (द)~~ / १४९ (२) (क) से (ग)

149 (2) (a) to (c) of the said Act, have been complied with, is entitled

की सभी शर्तों का अनुपालन कर दिया है, अतः व्यापार प्रारंभ करने का

to commence business.

अधिकारी है।

Given under my hand at NEW DELHI

मेरे हस्त-क्षर से आज दिनांक

14 मार्च, 1910

this THIRD

day of

FEBRUARY

One thousand nine hundred and

EIGHTY NINE

को जारी किया गया।



*B. Bhavani Sankar*

( B. BHAVANI SANKAR )

Register of Companies

कम्पनी रजिस्ट्रार

दिल्ली एवं हरियाणा

For Rama Vision Limited

*Raj Kumar Sehgal*  
(Raj Kumar Sehgal)  
Gen. Mgr. (Legal)  
cum Company Secretary





20-15645

[कम्पनी अधिनियम, 1956 की धारा 18 (3)]  
[Section 18 (3) of Companies Act, 1956]

एक राज्य से दूसरे राज्य में रजिस्ट्रीकृत कार्यालय के अन्तरण की  
पुष्टि करने वाले न्यायालय के आदेश के रजिस्ट्रीकरण का प्रमाण-पत्र

**CERTIFICATE OF REGISTRATION OF THE ORDER OF COMPANY  
LAW BOARD BENCH CONFIRMING TRANSFER OF THE  
REGISTERED OFFICE FROM ONE STATE TO ANOTHER**

.....ने विशेष संकल्प  
द्वारा रजिस्ट्रीकृत कार्यालय का.....  
राज्य से.....राज्य में अन्तरण करके  
स्थान की बाबत संगम-ज्ञापन के उपबंधों में परिवर्तन कर दिया है और ऐसे परिवर्तन को  
.....तारीख.....  
के आदेश द्वारा पुष्टि कर दी गई है।

The.....**RAMA VISION LIMITED.**.....

.....having by  
special resolution altered the provisions of its Memorandum of Association  
with respect to the place of the registered office by changing it from the  
state of.....**Union Territory of Delhi.**  
to the state of.....**Uttar Pradesh.**

.....and such alteration having  
been confirmed by an order of.....**Company Law Board Bench N.R., New Delhi**  
bearing date the.....**23rd July 1993 in C.P.No. 85/17/93-CLB.**

.....में एतद्वारा प्रमाणित करता है कि उक्त आदेश की प्रमाणित प्रति इस दिन  
रजिस्ट्रीकृत कर दी गई है।

I hereby certify that a certified copy of the said order has this day  
been registered.

.....द्वारे हस्ताक्षर से यह तारीख.....को दिया गया।

Given under my hand at.....**Kanpur**.....this.....**17th**  
day of.....**August,**.....**1993.**  
and.....**One thousand nine hundred**  
.....**and Ninety Three.**



No.....Dated.....19.....

M/S Rama Vision Limited,  
2KM Kichha, Rudrapur Road,  
Kichha- 263148 Nanital.

जे.एस.सी.-  
J.S.C.-6

( R.D. KUREEL )  
कम्पनियों का रजिस्ट्रार  
Registrar of Companies, UP  
Kanpur.

For Rama Vision Limited

(Raj Kumar Sehgal)  
Gen. Mgr. (Legal)  
cum Company Secretary



UNDER THE COMPANIES ACT, 2013  
PUBLIC COMPANY LIMITED BY SHARES  
(Incorporated under Companies Act, 1956)  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**RAMA VISION LIMITED**


- I. The name of the Company is RAMA VISION LIMITED.
- II. \*The Registered Office of the Company will be situated in the State of Uttar Pradesh.
- III. The objects for which the Company is established are:-

**A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:-**

1. To manufacture, fabricate, trade and deal in television picture tubes, vacuum tubes, glass shells and substances and allied products to produce or reproduce image of any object and telecast picture and to fabricate television sets, radios, tape recorders, wireless sets, transmission players, record changers, public address equipment, loud speakers and microphones, video products and associated and components for use in television and radio industry.
2. To manufacture, buy, sell, exchange, alter, hire, import, export, improve, assemble, prepare, design, develop, erect, install, equip, fit, fabricate, repair, convert, overhaul, maintain, deal and mend all types of electrical and electronic, apparatus, gadgets, devices and appliances, electrical measuring and testing instruments, components, accessories and spares for control communication, defense and computer data processing applications.
3. To buy, sell exchange, import, export, hire, let on hire, manufacture, repair or otherwise deal in all kinds of electrical and electronic equipments, components and spares, whether used as independently or as original equipment or for use as components for repair and replacements.
4. \*\*To deal in, purchase, sell, import, export, exchange, barter, or supply and/or to act as principals, dealers, traders, agents, sub-agents, representative of manufacturers either solely or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise for all kind of Indian/Foreign manufactured good, intermediate products, commodities. raw materials, services in the foreign countries and vice-versa and for the above-said purposes to establish or maintain service, branch or branches, agent or agents, anywhere in the world.
5. \*\*\*To acquire, purchase, sell, own, manage, improve, develop, let, take on lease, exchange, mortgage, assing, hire or otherwise acquire and/or dispose of any type of lands or properties or any tenure of interest therein and to erect and construct houses, multi-storey flats, building farm houses, shops or works of every description and to pull down, rebuild, enlarge, alter and improve existing houses, building, shops and work thereon and to convert and appropriate any such lands into road, streets, gardens and other convenience and generally to act as real estate developers, builders,

1

**For Rama Vision Limited**

  
(Raj Kumar Sehgal)  
Gen. Mgr. (Legal)  
cum Company Secretary



colonizers, contractors and agents.

6. \*\*\*\*Manufacturers, processors, producers, makers, importers, exporters, traders, buyers, sellers, suppliers, stockiest, agents, commission agents, merchants, distributors and concessioners of and deal in processed foods, sea foods, milk foods, coconut milk, health and diet drinks, extruded foods, frozen foods, dehydrated foods, precooked foods, canned foods, preserved foods, bakery products and confectionery items made from flour, malt, yeast, baking powder, salt, mustard, spices, sugar, glucose, eggs, milk and milk products, edible oils and fats, essential oils, meat and meat extracts, preserved dried cooked fruits and vegetables, natural or artificial or synthetic or chemical edible food color etc. such as biscuits, cakes, breads, pastries, cookies, chocolates, confectionery, soups, sweets, fruit drops, chewing gums, wafers including wafer sticks, noodles, ready to eat products including curry paste, sauces, ices, ice cream, dairy products, honey and/or lemon drops, toffees, tinned fruits, bubble gum, roti, pizza, papad, detergents, drinks- alcoholic or non- alcoholic and carbonated or non-carboated, fun foods, desserts, flavours, condiments, breakfast, tea and coffee, ghee, cheese, cocoa, vegetables, fruits, jams, jelly, juices, concentrates, extracts, pickles, squashes, sausages, nutrient baby foods, cereal products and any other food products as well as materials required or used for preparation of or being such foods products, in and outside India.

\*The Registered Office of the Company has been shifted from the Union Territory of Delhi to the State of Uttar Pradesh vide Special Resolution dated 8th December, 1992 confirmed by Company Law Board vide its Order No. 1/39/93-CLB NB dated 23.7.1993.

\*\*Inserted vide Special Resolution dated 26th April, 1993 and confirmed by the Company Law Board vide its Order No. 1/118/93-CLB NB dated 25th October, 1993.

\*\*\*Inserted vide Special Resolution dated 2nd January, 2007 passed by way of Postal Ballot under the provisions of Companies (Passing of the Resolution by Postal Ballot) Rules, 2001.

\*\*\*\*Inserted vide Special Resolution dated 28th September, 2021 at the 32nd Annual General Meeting of the Company.



**B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS ARE:**

1. To acquire, build, construct, alter, maintain, enlarge, pull down, remove or replace and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roadways, tramways, railways, branches or sidings, bridges, reservoirs, water-courses, wharves, electric works and other works and conveniences which may seem necessary for carrying out the main objects of the company and to join with any other person or company in during any of these things.
2. To buy, sell, alter, improve, exchange, let out on hire, import, export and deal in all factories, works, plants, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable or being used in any business which this company is competent to carry on or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with, in connection therewith and to manufacture, experiment with, render marketable and deal in all products of residual and by- products, incidental to or obtained in any of the business carried on by the Company.
3. To purchase, take on lease or tenancy or in exchange, hire, take options over or otherwise acquire any estate or interest and to hold, improve, manage, develop, work, cultivate, deal with and turn to account, concession, grants, decrees, licenses, privileges, claims, options, leases, property, real or personal or rights or powers of any kind which may appear to be necessary or convenient for any business of the Company.
4. To acquire from any person, firm, or body corporate or incorporate whether in India or elsewhere, technical information, know how, processes, engineering, manufacturing and operating data, plans, layouts and blueprints useful for the design, erection and operation of plant required for any of the businesses of the Company and to acquire any grant or license and other rights and benefits in the foregoing matters and things.
5. To enter into any contracts, agreements, arrangements or other dealings in the nature of technical collaboration or otherwise for efficient conduct of the business of the Company or any part thereof and also arrange for purchase or otherwise supply of machinery from any part of the world on credit or for cash or on deferred payment terms.
6. To sell, exchange, mortgage, let on lease, royalty or tribute, grant licenses, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part or the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid up or securities of any other company having objects as that of this Company.
7. To pay for any rights or properties acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares in or securities of the Company as paid up in full or in part or otherwise.
8. To open branches, sub-offices, depots and multiple shops in any State of India or outside India and to appoint agents, stockiest, distributors, sub-distributors and brokers to procure orders, market or sell the products of the Company or the goods of any other firm or company in which this company may be dealing.
9. To act as store-keepers in all its branches and to buy, sell, make use, use and deal in cotton, wool, silk, jute, rayon, staple, acrylic fiber and other natural or synthetic fibers or fibrous materials, chemicals, raw-materials, packing materials, hardware goods, stores, spare parts, consumable articles, chattels and other effects of all types and to enter in all business connected therewith in connection with the business of the Company.
10. To construct, hire, purchase or maintain labor quarters, staff quarters, warehouse, sheds, godowns, houses, flats, building, premises, guest houses, recreation clubs, canteens and other establishments for use and benefit of the Company or its employees (including directors) and others.
11. To lend and advance money either with or without interest or security and give credit to person or persons (including Government) and to deal with the money including in current or deposit account with any Bank or Banks not immediately required and also in investment in shares, securities, bonds,



and debentures, upon such terms, conditions and manner as may from time to time be determined and to undertake financial and commercial obligations, transaction and operations of all kinds provided that the Company shall not do any banking business within the meaning of Banking Regulations Act, 1949.

12. To distribute among the members of the company dividend including bonus shares (including fractional share certificates) out of profits, accumulated profits or funds and resources of the Company in any manner permissible under law.
13. To do all or any of the things mentioned herein in any part of the world as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
14. Subject to the provisions of Sections 292,293 and 58A and the rules made thereunder and directions of the Reserve Bank of India, to receive money on deposit or loan and to borrow or raise money from any Bank or Bank and /or financial institutions or any person or person for the purpose of the Company's business in such manner and on such terms and with such rights, powers and privileges as the Company may think fit and in particular by issue of debentures or debentures stock (perpetual or other-wise) or upon bonds, bills of exchange, promissory notes or other obligation or security of the Company and/or to secure the payment of any money borrowed, raised or owing as aforesaid, by mortgage, charge or lien upon the undertaking and all or any of the immovable and movable properties or assets of the company (both present and future) including its un-called capital for the time being and also by similar mortgage, charge of lien to secure and guarantee the performances by the company or any other person or company of any contract or obligation undertaken by the company and to purchase, redeem or pay off any such securities and obligations.
15. To draw, make, accept, endorse, execute, negotiate, purchase, hold and dispose of cheques, promissory notes, bills of exchange, hundies, drafts, charter parties, bills of lading, warrants, debentures and other negotiable and transferable instruments and to cancel and vary such instrument and to lend money upon discount.
16. To apply for and take out, purchase or otherwise acquire, and protect, prolong and renew in any part of the world, any patents, patent rights, brevets inventions, trademarks, designs, copyrights, licenses, protections, concessions and the like conferring any exclusive or non- exclusive or limited right to their use or any secret or other information as to any inventions, process or privilege which may seem capable of being used for any of the purposes of the Company or acquisition of which may seem calculated directly to benefit the company and to use, exercise, develop or grant licenses to use the same and/or sell or otherwise turn to account the properties, rights and information so acquired.
17. To establish, provide, maintain and conduct or otherwise subsidize in India or in any part of the world, educational and training institutions, research laboratories and experimental workshops, for scientific and technical research experiments, to undertake and carry on scientific and technical researches, experiments and tests of all kinds, to promote studies and researches, both scientific and technical, investigations and inventions by providing, subsidizing, endowing laboratories, workshops, libraries, lectures, meetings and conferences and by providing, or contributing, to the remuneration of scientific or technical professors or teachers and by providing or contributing to the award of scholarships, prizes, grants to students or otherwise, and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the Company is authorized to carry on, and to enter into any arrangement with Government or any other party in India or elsewhere for the aforesaid purposes.
18. To pay all or any cost, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
19. To acquire and take over the whole or any part of the business property and liabilities of any person or company carrying on or proposing to carry on any business which this Company is authorized to carry on or possessed or property suitable for the purposes of the Company of which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.



20. To procure the registration or recognition of the Company in or under the laws of any place outside India.
21. To form, incorporate or promote any company or companies, whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company of any other object or objects which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or Company in any manner it shall think fit for services rendered or to be rendered in obtaining subscription for or placing or assisting to place, to obtain subscription for or for guaranteeing the subscription of or the placing of any shares in the capital of the Company or any bonds, debentures, obligations or securities of the company or any stock, shares, bonds debentures, obligations or securities, of any other company held or owned by the Company or in which the Company may have an interest or in or about the formation or promotion of the Company or the conduct of its business or in or about the promotion or formation of any other company in which the company may have an interest.
22. Subject to the provisions of Section 230 to 232 of the Companies Act, 2013 to amalgamate, to enter into partnership or into any arrangement for sharing profits, union of interests, co- operation, joint-venture, reciprocal concession with any person or persons or company or companies carrying on or engaged in or about to carry on or engage in or being authorized to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
23. To enter into any arrangement and to take all necessary or proper steps with Government or with other authorities Supreme, National, Local, Municipal or otherwise of any place in which the Company may have interest and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or affecting any modification in the constitutions of the Company or furthering the interests of its members and to oppose any such steps taken by any other company, Government, body, firm or person which may be considered likely directly or indirectly to prejudice the interest of the Company or its members and to assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interest of the Company and to make representations against (whether directly or indirectly) any legislation which may seem disadvantageous to the Company and to obtain from any such Government, authority, or company an charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, charters, contractors, decrees, rights, privileges or concessions.
24. To adopt such means of making known the products of the Company as may seem expedient and in particular by cinema slides, advertising in the press, by circulars, by purchases and exhibitions of works of art of interest, by publication of books and periodicals and by granting prizes, rewards and donations.
25. To undertake and execute any trust, the undertaking of which may seem to the company desirable, and either gratuitously or otherwise, vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favor of the Company and to accept gifts and to give gifts and donations, to create trust for any deserving objects and to act as trustees.
26. 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 trade or commerce generally and particularly with the trade of any association, institution or fund for the protection of the interest of masters, owners and employers against loss by bad debts, strike, commotion, fire, accidents or otherwise or for the benefit of employees or ex-employees (including directors and ex-directors) of the Company (or any of its predecessors in




business) or the dependents or connections of such persons and whether or not in common with other persons or classes of persons and in particular of friendly, co-operative and other societies, establish, maintain and run reading rooms, libraries, educational and charitable institutions, dining and recreation rooms, churches chapels, schools and hospitals and to grant gratuities, pensions and all allowances and to contribute to any fund raised by public or local subscriptions for an purpose.

27. To aid, peculiarly or otherwise, any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
  28. To subscribe, donate or grant money for any national, charitable, benevolent, public, general or useful object or for any exhibitions, subject to the provision of section 182 of the Companies Act, 2013.
  29. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or super annulation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or of any such other Company as aforesaid, and the wives, widows, families and dependents of any such persons and also establish and subsidize and subscribe to any institutions, associations, Clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
  30. To distribute among the members in specie or in kind any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
  31. To refer to arbitration and to institute, defend, compromise, withdraw or abandon any legal or other proceedings and claims by or against the Company, by or its officers or otherwise concerning of the affairs of the Company.
  32. To indemnify members, officers, directors, secretaries, and servants of the Company against bonafide proceedings, causes, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company or for any loss, damages or misfortune which shall happen in the execution of duties of their office or in relation thereto.
- IV. The liability of the members is limited.
- V. \*The Authorised Share Capital of the Company is Rs. 20,00,00,000/- (Rupees Twenty Crores only) divided into 2,00,00,000 (Two Crores) Equity Shares of Rs. 10/-(Ten) each.

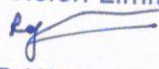
\*Amended vide Ordinary Resolution dated 7th November, 1994.

For Rama Vision Limited

  
(Raj Kumar Sehgal)  
Gen. Mgr. (Legal)  
cum Company Secretary



We, the several person whose Names and Addresses are subscribed are desirous of being formed into a company in pursuance to this Memorandum of Association and we respectively agree to take number of share in the Capital of the Company, set opposite our respective names.

Names, addresses, Descriptions and occupations of the subscribers	Number of Equity Shares taken by each subscribers	Signature of subscribers	Name, address, description and occupation of witness
SATISH KUMAR JAIN S/o Dr. Ramanand Jain 14, Alipur Road Delhi-110054 Industrialist	10 (Ten)	Sd- (Satish Kumar Jain)	<p><i>Witness for all the Subscribers/Sd/- (ANIL GUPTA)</i> S/o Shri Surendra Nath Gupta C/o B.K. Shroff Co. 3/7-B, Asaf Ali Road, New Delhi-110002, Chartered Accountant Membership No. 80074</p> <p><b>For Rama Vision Limited</b>  (Raj Kumar Sehgal) Gen. Mgr. (Legal) cum Company Secretary</p>
PARMOD JAIN S/o Dr. Ramanand Jain 14, Alipur Road Delhi-110054 Industrialist	10 (Ten)	Sd- (Parmod Jain)	
SWARAJ KUMAR JAIN S/o Dr. Ramanand Jain 14, Alipur Road Delhi-110054 Industrialist	10 (Ten)	Sd- (Swaraj Kumar Jain)	
JAGDISH KUMAR AGARWAL S/o Shri B.D. Agarwal C-2/10, Prashant Vihar Delhi-110085 Chartered Accountant	10 (Ten)	Sd- (Jagdish Kumar Agarwal)	
GOVIND PRASAD AGARWAL S/o Shri J.N. Agrawal 5/17, East Patel Nagar New Delhi-110008 Company Secretary	10 (Ten)	Sd- (Govind Parasad Agarwal)	
SUBHASH CHANDRA GUPTA S/o Shri Karm Chand Gupta KM-21, Kavi Nagar, Ghaziabad (U.P.) Company Executive	10 (Ten)	Sd- (Subhash Chandra Gupta)	
VINOD KUMAR GUPTA S/o Shri Narain Dass E-76, Kirti Nagar, New Delhi Executive	10 (Ten)	Sd- (Vinod Kumar Gupta)	
Total	70 (Seventy)		

Place : New Delhi  
Date : 10-01-1989



UNDER THE COMPANIES ACT, 2013  
PUBLIC COMPANY LIMITED BY SHARES  
(Incorporated under Companies Act, 1956)  
**ARTICLES OF ASSOCIATION**  
**OF**  
**RAMA VISION LIMITED**

The following regulations comprised in these Articles of Association were adopted pursuant to member's resolution passed at the 25<sup>th</sup> Annual General Meeting of the Company held on 30<sup>th</sup> September, 2014 in substitution of and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

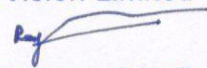
**TABLE 'F' EXCLUDED**

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| 1. (1) The regulation contained in the Table 'F' of 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.   | Table 'F' not to apply                   |
| (2) The regulations for the management of the Company and for the observance by the members thereto 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 as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles. | Company to be governed by these Articles |

**INTERPRETATION**

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| 2. (1) In these Articles:<br>(a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the terms shall be deemed to refer to the applicable section thereof which is relatable to the relevant Articles and any previous Company Law, so far as may be applicable. | "Act"                           |
| (b) "Articles" means these Articles of Association of the Company  | "Articles"                      |
| (c) "Board of Directors" or "Board", means the collective body of the directors of the Company.  | "Board of Directors" or "Board" |
| (d) "Company" means Rama Vision Limited.   | "Company"                       |
| (e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.   | "Rules"                         |

For Rama Vision Limited

  
(Raj Kumar Sehgal)  
Gen. Mgr. (Legal)  
cum Company Secretary



“Seal”

(f) “Seal” means the common seal of the Company.

“Number” and  
“Gender”

(2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.

Expressions in the  
Articles to bear the  
same meaning as  
in the Act

(3) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.

### SHARE CAPITAL AND VARIATION OF RIGHTS

Shares under  
control of Board

3. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

Directors may allot  
shares otherwise  
than for cash

4. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

Kinds of Share  
Capital

5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

(a) Equity share capital:

(i) with voting rights; and / or

(ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and

(b) Preference share capital


Issue of certificate

6. (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide –

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.

For Rama Vision Limited

  
(Raj Kumar Sehgal)  
Gen. Mgr. (Legal)  
cum Company Secretary



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| (2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.   | Certificate to bear seal  |
| (3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.  | One certificate for shares held jointly   |
| 7. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of those shares.  | Option to receive share certificate or hold shares with depository                  |
| 8. Subject to the provisions of the Act, if any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board. | Issue of new certificate in place of one defaced, lost or destroyed                 |
| 9. The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.  | Provisions as to issue of certificate to apply mutatis mutandis to debentures, etc. |
| 10. (1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.   | Power to pay commission in connection with securities issued                        |
| (2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.  | Rate of commission in accordance with Rules   |
| (3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.   | Mode of payment of commission   |



Variation of members' rights

11. (1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.

Provisions as to general meetings to apply mutatis mutandis to each meeting

(2) To every such class meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply.

Issue of further shares not to affect rights of existing members

12. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

Power to issue redeemable preference shares

13. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.

Further issue of share capital

14. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to:

- (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
- (b) employees under any scheme of employees' stock option; or
- (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

Mode of further Issue of Shares

(2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

#### LIEN

Company's lien on shares

15. (1) The Company shall have a first and paramount lien -

- (a) on every share (not being a fully paid share), for all



monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

- (b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

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| (2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.   | Lien to extend to dividends, etc.      |
| (3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.  | Waiver of lien in case of registration |
| 16. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:<br>Provided that no sale shall be made—<br>(a) unless a sum in respect of which the lien exists is presently payable; or<br>(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise. | As to enforcing lien by sale           |
| 17. (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.   | Validity of sale                       |
| (2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.  | Purchaser to be registered holder      |
| (3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.   | Validity of Company's receipt          |
| (4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.   | Purchaser not affected                 |



Application of proceeds of sale

18. (1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

Payment of residual money

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

Outsider's lien not to affect Company's lien

19. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

Provisions as to lien to apply mutatis mutandis to debentures, etc.

20. The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

### CALLS ON SHARES

Board may make Calls

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

Notice of call

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

Board may extend time for payment

(3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.

Revocation or postponement of call

(4) A call may be revoked or postponed at the discretion of the Board.

Call to take effect from date of resolution

22. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.



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| 23. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.  | Liability of joint holders of shares                 |
| 24. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.   | When interest on call or instalment payable          |
| (2) The Board shall be at liberty to waive payment of any such interest wholly or in part.   | Board may waive interest                             |
| 25. (1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.  | Sums deemed to be calls                              |
| (2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.  | Effect of non-payment of sums                        |
| 26. The Board —  | Payment in anticipation of calls may carry interest  |
| (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and   |  |
| (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him. |  |
| 27. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.  | Installments on shares to be duly paid               |
| 28. All calls shall be made on a uniform basis on all shares falling under the same class.   | Calls on shares of same class to be on uniform basis |
| <i>Explanation:</i> Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.  |  |



Partial payment not to preclude forfeiture

29. Neither a judgment nor a decree in favour of the Company for calls or other monies due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

Provisions as to calls to apply *mutatis mutandis* to debentures, etc.

30. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.

### TRANSFER OF SHARES

Instrument of transfer to be executed by transferor and transferee

31. (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.
- (2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

Board may refuse to register transfer

32. The Board may, subject to the right of appeal conferred by the Act decline to register -
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the Company has a lien.

Board may decline to recognize instrument of transfer

33. In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless - -
- (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (c) the instrument of transfer is in respect of only one class of shares.

Transfer of shares when suspended

34. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.



35. The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Provisions as to transfer of shares to apply *mutatis mutandis* to debentures, etc.

### TRANSMISSION OF SHARES

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

Title to shares on death of a member

(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

Estate of deceased member liable

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

Transmission Clause

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

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

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

Board's right unaffected

(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

Indemnity to the Company

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

Right to election of holder of share

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

Manner of testifying election

(3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

Limitations applicable to notice



Claimant to be entitled to same advantage

39. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

Provisions as to transmission to apply *mutatis mutandis* to debentures, etc.

40. The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.

### **FORFEITURE OF SHARES**

If call or installment not paid notice may be given

41. If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

Form of notice

42. The notice aforesaid shall:  
(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and  
(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

In default of payment of shares to be forfeited

43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

Receipt of part amount or grant of

44. Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect



<p>his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.</p>	<p>indulgence not to affect forfeiture</p>
<p>45. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.</p>	<p>Entry of forfeiture in register of members</p>
<p>46. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.</p>	<p>Effect of forfeiture</p>
<p>47. (1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.</p>	<p>Forfeited shares may be sold, etc.</p>
<p>(2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.</p>	<p>Cancellation of forfeiture</p>
<p>48. (1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.</p>	<p>Members still liable to pay money owing at the time of forfeiture</p>
<p>(2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.</p>	<p>Member still liable to pay money owing at time of forfeiture and interest</p>
<p>(3) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.</p>	<p>Cesser of liability</p>



Certificate of Forfeiture	49. (1) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
Title of purchaser and transferee of forfeited shares	(2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
Transferee to be registered as holder	(3) The transferee shall thereupon be registered as the holder of the share; and
Transferee's rights not affected	(4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.
Validity of Sales	50. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.
Cancellation of share certificate in respect of forfeited shares	51. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.
Surrender of share Certificates	52. The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.
Sums deemed to be calls	53. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.



54. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Provisions as to forfeiture of shares to apply *mutatis mutandis* to debentures, etc.

### ALTERATION OF CAPITAL

55. Subject to the provisions of the Act, the Company may, by ordinary resolution -

Power to alter share capital

- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:  
Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
- (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

56. Where shares are converted into stock:

- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:  
Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;
- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;

Shares may be converted into stock

Right of stockholders



(c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stockholder" respectively.

Reduction of capital

57. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, —
- (a) its share capital; and/or
  - (b) any capital redemption reserve account; and/or
  - (c) any securities premium account; and/or
  - (d) any other reserve in the nature of share capital.

### JOINT HOLDERS

Joint-holders

58. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

Liability of Jointholders

(a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.

Death of one or more joint-holders

(b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

Receipt of one Sufficient

(c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

Delivery of certificate and giving of notice to first named holder

(d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders

Vote of jointholders

(e) i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto



and if more than one of such jointholders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.

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| (ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.                  | Executors or administrators as joint holders   |
| (f) The provisions of these Articles relating to joint holders of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company registered in joint names. | Provisions as to joint holders as to shares to apply <i>mutatis mutandis</i> to debentures, etc. |

### CAPITALISATION OF PROFITS

- |   |                     |
|---|---------------------|
| 59. (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve —  | Capitalisation      |
| (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and                             |                     |
| (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.   |                     |
| (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards :  | Sum how applied     |
| (3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares; |                     |
| (4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.   |                     |
| 60. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall -   | Powers of the Board |
| (a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and  | for capitalization  |



issues of fully paid shares or other securities, if any; and

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

Board's power to issue fractional certificate/coupon etc.

(2) The Board shall have power—  
(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and

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

Agreement binding on members

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

### **BUY-BACK OF SHARES**

Buy-back of shares

61. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

### **GENERAL MEETINGS**

Extraordinary general meeting

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

Powers of Board to call extraordinary general meeting

63. The Board may, whenever it thinks fit, call an extraordinary general meeting.

### **PROCEEDINGS AT GENERAL MEETING**

Presence of Quorum

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

Business confined to election of Chairperson whilst chair vacant

(2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.



(3) The quorum for a general meeting shall be as provided in the Act.	Quorum for general meeting
65. The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.	Chairperson of the Meetings
66. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.	Directors to elect a Chairperson
67. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically, choose one of their members to be Chairperson of the meeting.	Members to elect a Chairperson
68. On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.	Casting vote of Chairperson at general meeting
69. (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.	Minutes of proceedings of meetings and resolutions passed by postal ballot
(2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting – (a) is, or could reasonably be regarded, as defamatory of any person; or  (b) is irrelevant or immaterial to the proceedings; or  (c) is detrimental to the interests of the Company.	Certain matters not to be included in Minutes
(3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.	Discretion of Chairperson in relation to Minutes
(4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.	Minutes to be evidence



Inspection of  
minute books of  
general meeting

70. (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
- (a) be kept at the registered office of the Company; and
  - (b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.

Members may  
obtain copy of  
minutes

- (2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above:
- Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

Powers to arrange  
security at  
meetings

71. The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

#### **ADJOURNMENT OF MEETING**

Chairperson  
may adjourn the  
meeting

72. (1) The Chairperson may, *suo motu*, adjourn the meeting from time to time and from place to place.

Business at  
adjourned meeting

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

Notice of  
adjourned meeting

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

Notice of  
adjourned meeting  
not required

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



## VOTING RIGHTS

- |  |  |
|--|--|
| 73. Subject to any rights or restrictions for the time being attached to any class or classes of shares -<br>(a) on a show of hands, every member present in person shall have one vote; and<br><br>(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.  | Entitlement to vote on show of hands and on poll                   |
| 74. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.   | Voting through electronic means                                    |
| 75. (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.<br><br>(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.   | Vote of jointholders<br><br>Seniority of names                     |
| 76. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.   | How members <i>non compos mentis</i> and minor may vote            |
| 77. Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board has previously admitted his right to vote at such meeting in respect thereof. | Votes in respect of shares of deceased or insolvent members, etc.  |
| 78. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.  | Business may proceed pending poll                                  |
| 79. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.   | Restriction on voting rights                                       |
| 80. A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on   | Restriction on exercise of voting rights in other cases to be void |



which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

Equal rights of members

81. Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

### PROXY

Member may vote in person or otherwise

82. (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

Proxies when to be deposited

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

Form of proxy

83. An instrument appointing a proxy shall be in the form as prescribed in the Rules.

Proxy to be valid notwithstanding death of the principal

84. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:  
Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

### BOARD OF DIRECTORS

Board of Directors

85. Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen).

Directors not liable to retire by rotation

86. (1) The Independent Directors of the Company shall not liable to retire by rotation. The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.

Same individual may be Chairperson and MD / CEO

- (2) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.



- |  |  |
|--|--|
| <p>87. (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.</p> <p>(2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.</p> <p>(3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—</p> <p>(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or</p> <p>(b) in connection with the business of the Company.</p> | <p>Travelling and other expenses</p>   |
| <p>88. All cheques, promissory notes, drafts, <i>hundis</i>, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.</p>   | <p>Execution of negotiable instruments</p>   |
| <p>89. (1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.</p> <p>(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.</p>   | <p>Appointment of additional directors</p><br><p>Duration of office of additional director</p> |
| <p>90. (1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.</p> <p>(2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.</p>  | <p>Appointment of alternate director</p><br><p>Duration of office of alternate director</p>    |



Re-appointment provisions applicable to Original Director

(3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

Appointment of director to fill a casual vacancy

91. (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.

Duration of office of Director appointed to fill casual vacancy

(2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

### **POWERS OF BOARD**

General powers of the Company vested in Board

92. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

### **PROCEEDINGS OF THE BOARD**

When meeting to be convened

93. (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

Who may summon Board meeting

(2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.

Quorum for Board Meetings

(3) The quorum for a Board meeting shall be as provided in the Act.

Participation at Board meetings

(4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.



94. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.	Questions at Board meeting how decided
(2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.	Casting vote of Chairperson at Board meeting
95. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.	Directors not to act when number falls below minimum
96. (1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.	Who to preside at meetings of the Board
(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.	Directors to elect a Chairperson
97. (1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.	Delegation of Powers
(2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.	Committee to conform to Board regulations
(3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	Participation at Committee meetings
98. (1) Subject to the provisions of the Act, a Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.	Chairperson of Committee
(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.	Who to preside at meetings of Committee



Committee to meet

99. (1) A Committee may meet and adjourn as it thinks fit.

Questions at  
Committee  
meeting how decided

(2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.

Casting vote of  
Chairperson at  
Committee meeting

(3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.

Acts of Board or  
Committee valid  
notwithstanding  
defect of  
appointment

100. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

Passing of  
resolution by  
circulation

101. Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

### **CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY AND CHIEF FINANCIAL OFFICER**

Chief Executive  
Officer, etc.

102.(a) Subject to the provisions of the Act,—

A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.

Director may be  
chief executive  
officer, etc.

(b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

### **REGISTERS**

Statutory registers

103. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners



and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

- 104.(a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.
- (b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

Foreign register

#### SEAL

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

The seal, its  
custody and use  
Affixation of seal

#### DIVIDENDS AND RESERVE

106. 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.
107. 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.
- 108.(1) 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

Company in  
general meeting  
may declare  
dividends  
Interim dividends  
Dividends only  
to be paid out of  
profits



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.

- Carry forward of profits (2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- Division of profits 109.(1) 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.
- Payments in Advance (2) 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. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- Dividends to be apportioned (3) 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.
- No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom 110.(1) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- Retention of dividends (2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.
- Dividend how Remitted 111.(1) 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.

- |  |                                  |
|--|----------------------------------|
| (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.  | Instrument of Payment            |
| (3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.                                    | Discharge to Company             |
| 112. 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.  | Receipt of one holder sufficient |
| 113. No dividend shall bear interest against the Company.  | No interest on Dividends         |
| 114. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board. | Waiver of dividends              |

#### ACCOUNTS

- |  |                                      |
|--|--------------------------------------|
| 115.(1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.  | Inspection by Directors              |
| (2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. No amount paid or credited as paid on a share in advance of calls . | Restriction on inspection by members |

#### WINDING UP

- |  |            |
|--|------------|
| 116. Subject to the applicable provisions of the Act and the Rules made thereunder –<br>(a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the | Winding up |
|--|------------|



assets of the Company, whether they shall consist of property of the same kind or not.

- (b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

### **INDEMNITY AND INSURANCE**

Directors and  
officers right to  
indemnity

117.(a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

(b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

Insurance

(c) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

### **GENERAL POWER**

General Power

118. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article



authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.


For Rama Vision Limited



(Raj Kumar Sehgal)  
Gen. Mgr. (Legal)  
cum. Company Secretary



We, the several person whose Names and Addresses are subscribed are desirous of being formed into a company in pursuance to this Memorandum of Association and we respectively agree to take number of share in the Capital of the Company, set opposite our respective names.

Names, addresses, Descriptions and occupations of the subscribers	Number of Equity Shares taken by each subscribers	Signature of subscribers	Name, address, description and occupation of witness
SATISH KUMAR JAIN S/o Dr. Ramanand Jain 14, Alipur Road Delhi-110054 Industrialist	10 (Ten)	Sd- (Satish Kumar Jain)	<p>Witness for all the Subscribers/Sd/- (ANIL GUPTA) S/o Shri Surendra Nath Gupta C/o B.K. Shroff Co. 3/7-B, Asaf Ali Road, New Delhi-110002, Chartered Accountant Membership No. 80074</p> <p><b>For Rama Vision Limited</b>  (Raj Kumar Sehgal) Gen. Mgr. (Legal) cum Company Secretary</p>
PARMOD JAIN S/o Dr. Ramanand Jain 14, Alipur Road Delhi-110054 Industrialist	10 (Ten)	Sd- (Parmod Jain)	
SWARAJ KUMAR JAIN S/o Dr. Ramanand Jain 14, Alipur Road Delhi-110054 Industrialist	10 (Ten)	Sd- (Swaraj Kumar Jain)	
JAGDISH KUMAR AGARWAL S/o Shri B.D. Agarwal C-2/10, Prashant Vihar Delhi-110085 Chartered Accountant	10 (Ten)	Sd- (Jagdish Kumar Agarwal)	
GOVIND PRASAD AGARWAL S/o Shri J.N. Agrawal 5/17, East Patel Nagar New Delhi-110008 Company Secretary	10 (Ten)	Sd- (Govind Parasad Agarwal)	
SUBHASH CHANDRA GUPTA S/o Shri Karm Chand Gupta KM-21, Kavi Nagar, Ghaziabad (U.P.) Company Executive	10 (Ten)	Sd- (Subhash Chandra Gupta)	
VINOD KUMAR GUPTA S/o Shri Narain Dass E-76, Kirti Nagar, New Delhi Executive	10 (Ten)	Sd- (Vinod Kumar Gupta)	
Total	70 (Seventy)		

Place : New Delhi  
Date : 10-01-1989