



प्रारूप० आई० आर०

Form I. R.

निगमन का प्रमाण-पत्र

Certificate of Incorporation

सं० 26617 शक 1908
No. 26617 of 1986-87

मैं एतद द्वारा प्रमाणित करता हूँ कि आज नेशनल जनरल इण्डस्ट्रीज प्राइवेट लिमिटेड।

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन नियमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that NATIONAL GENERAL INDUSTRIES PRIVATE LIMITED.

Is this day incorporated under the Companies Act, 1956 (No. 1 of 195) and that the Company is Limited.

मेरे हस्ताक्षर से आज ता० 18 वीं, 1908 को दिया गया।

Given under my hand at NEW DELHI this EIGHTH day of JANUARY one thousand nine hundred and EIGHTY-SEVEN.



(सूरज कपूर)
कम्पनी रजिस्ट्रार
(SOORAJ KAPOOR)
Registrar of Companies
DELHI & HARYANA

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME ON
CONVERSION TO PUBLIC LIMITED COMPANY

Company No. 26617

In the Office of the Registrar of Companies, Delhi & Haryana,
(Under the Companies Act, 1956 (1 of 1956)

IN THE MATTER OF M/s. **NATIONAL GENERAL INDUSTRIES PRIVATE LIMITED**

I hereby certify that **NATIONAL GENERAL INDUSTRIES PRIVATE LIMITED**

Private Limited, which was originally incorporated on **EIGHTH** day of
JANUARY Nineteen Hundred and ~~NINETY~~ **EIGHTY THREE SEVEN** under the Indian companies Act, 1913

(Act. vii of 1913) Companies Act, 1956 (Act. 1 of 1956) under the name **NATIONAL GENERAL**
INDUSTRIES PRIVATE LIMITED having duly passed the necessary Special

Resolution on **18.9.93** in terms of section-31/21 read with section 44 of the Companies
Act, 1956, the name of the said Company is this day changed to **NATIONAL GENERAL**

INDUSTRIES LIMITED and this Certificate is issued pursuant to section 23(1) of the said Act.

Given under my hand at NEW DELHI This **THIRTIETH** day of **NOVEMBER**

(One Thousand Nine Hundred and Ninty **THREE**)



V.S. Galgali

(V.S.GALGALI)
REGISTRAR OF COMPANIES
DELHI & HARYANA

THE COMPANIES ACT 1956
COMPANY LIMITED BY SHARES
MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
NATIONAL GENERAL INDUSTRIES LIMITED

Made and entered this 25th day of November 1986 One Thousand Nine Hundred and Eighty Six between (1) Shri Ashok Kumar Gupta (2) Smt. Santosh Sagar Gupta (3) Smt. Tara Sagar Gupta (4) Shri Pawan K. Modi (5) Shri Ashok K. Modi (6) Shri Harbans Lal Khullar (7) Shri Amardeep Khullar.

WHEREAS the parties hereto are carrying on business in partnership under the name and style of National General Industrial (hereinafter referred to as the said firm) on the terms and conditions contained in the Deed of Partnership dated 25th November, 1986.

AND WHEREAS the parties hereto have agreed on the basis for dividing the profits or losses and accounts of the partnership firm which shall be audited and finalised within a period of three months from the date of registration of the Company and have mutually adjusted their rights and in the said partnership so as to form a joint stock Company for carrying on and continuing the said business of the firm uninterrupted and as a joint Stock Company having a share capital of Rs. 10,00,000/- (Rupees Ten Lacs) divided into 1,00,000/- (One Lacs) Equity shares of Rs. 10/- (Ten) each out of which subscribed and paid up capital at present will be (Rupees Seven Lacs) divided into 70,000 (Seventy thousand) Equity Shares of Rs. 10/- (Ten) each.

AND WHEREAS the parties have mutually settled the share-holding for the time being of the subscribed capital as amongst themselves as the members of the said Joint Stock Company as follows:

S. No.	Name of the Parties	Number of shares held
1.	Shri Ashok Kumar Gupta	35,000 Equity Shares of Rs. 10/- each
2.	Smt. Santosh Sagar Gupta	17,300 Equity Shares of Rs. 10/- each
3.	Smt. Tara Sagar Gupta	17,300 Equity Shares of Rs. 10/- each
4.	Shri Pawan K. Modi	100 Equity Shares of Rs. 10/- each
5.	Shri Ashok K. Modi	100 Equity Shares of Rs. 10/- each
6.	Shri Harbans Lal Khullar	100 Equity Shares of Rs. 10/- each
7.	Shri Amardeep Khullar	100 Equity Shares of Rs. 10/- each

The balance due to or from the partner and whereas after adjustment of the Share Capital shall be debited or credited to their personal accounts.

NOW THIS INDENTURE WITNESSED that each of the parties hereto so far as it relates to the acts and deeds of himself respectively and mutually among themselves and with each of them the said persons and any other person or persons that may hereinafter join as member of the Joint Stock Company in the manner hereinafter mentioned shall whilst holding shares in the capital of the Company be and continue (until dissolved under the provisions in that behalf hereinafter contained) a Joint Stock Company under the name and herein before and hereinafter specified and that such Company and such member thereof shall be subject to the regulation following that is to say:

1. (i) In these presents unless there be something in the subject or context inconsistent therewith:
 - (a) **“THE ACT”** means the Companies Act of 1956.
 - (b) **“AUDITOR” OR “AUDITORS”** means and includes those persons appointed as such for the time being by the Company.
 - (c) **“THE ARTICLES OF ASSOCIATION”** means the rules and regulations mentioned herein to govern the company.
 - (d) **“THE COMAPNY”** means the partnership Association or Joint Stock Company hereby constituted and after the registration of the Company, the Company so incorporated.
 - (e) **“THE REGISTRATION OF THE COMPANY”** means the Registration of the Company pursuant to Part IX of the Companies Act, 1956.
 - (f) **“DIRECTORS”** means the Directors for the time being of the Company or as the case may be, the Directors assembled at a Board.
 - (g) **“DIVIDEND”** includes bonus.
 - (h) **“IN WRITING” and “WRITTEN”** means and includes printing, lithography and other modes of reprinting or reproducing workds in a visible form.
 - (i) **“MONTH”** means a calendar month.
 - (j) **“THE OFFICE”** means prior to the Registration of the Company the principal place of business of the Company and after the Registration of the Company means the Registered Office for the time being of the Company.
 - (k) **“SEAL”** means the common seal of the company.
 - (l) **“VOTING STRENGTH”** in relation to a member of the Company present in the meeting means the number of shares belonging to him and the number of shares in respect of which the member has with him proxies from other members.
 - (m) **“THE REGISTER”** means the Register of Members to be kept pursuant to the provisions of the Act.
 - (n) **“SPECIAL RESOLUTION”** and **“ORDINARY RESOLUTON”** have the same meaning as assigned there to respectively by the Companies Act, 1956.
 - (o) **“PROXY”** includes attorney duly constituted under a power of Attorney.

Words importing the singular shall include the plural number and vise -a- versa.

Words importing the masculine shall include the feminine gender; word importing persons shall include corporations mutatis mutandis.
 - (ii) All other words and experssions used in these regulations shall unless he context otherwise requires bear the meaning as in the Act or any statutory modification thereof in force at the date of which the Articles become binding on the Company.
2. The name of the Company is National General Industires and shall upon registration be National General Industries Limited.

3. The registered Office of the Company after Registration under the Companies Act, 1956 shall be situated in the Union Territory of Delhi.
4. The objects for which the company is established are :
 - a. The main objects to be pursued by the Company on its incorporation are as follows:

A. The main objects:

1. (a) Take over

National General Industries : To convert and take over by desolution of an as a going concern or otherwise the business under establishment for manufacturing and/or dealing in iron and steel and other products now carried on at Delhi and U.P. under the name and style of Messers "National General Industries" and to take over all of the assets and liabilities of that business.

- (b) To carry on the business of manufacturers, producers, processors, importers, exporters, buyers, sellers of and dealers in all kinds of iron and steel, allied products, by-products and substitutes for all or any of them and to treat and utilize any waste arising from any such manufacture, production or process.

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

To Purchase, and deal in materials substances

- (1) To purchase or otherwise acquire, own, import sell and deal in all materials, substances, appliances, machines, containers and other articles and apparatuses and things capable of being used in any of the aforesaid main business and town, lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to the effective working of the said business or any part thereof.

Construct and superintend building, offices structures

- (2) 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 to advance the interest of the company, and to joint with any other person or company, doing any of these things.
- (3) To sell or otherwise dispose of any of the property or investments of the company, but so that no profit arising on the sale of any shares, stocks, m debentures or other investments shall be distributed by way of dividend but shall be carried to a Capital Reserve Fund or otherwise dealt with for capital purpose only.

Purchase, lease, exchange

- (4) To purchase, take on lease or tenancy or in exchange, hire, take options over or otherwise acquire for any estate or interest, whatsoever and to hold, develop, work, cultivate, deal with and turn to account, concessions, grants decrees, licences, privileges, claims, leases, property, real or personal or rights powers of any kind which may appear to be necessary or convenient for the business of the company.

Preliminary expenses

- (5) To pay for preliminary and pre incorporation expenses of the Company.

Disposal of undertaking and property of the Company

- (6) To sell exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part of the undertaking, property, assets, rights and effects of the company for such considerations as may be thought fit and in particular for stock, shares whether fully or partly paid up, or securities of any other company having objects in whole or in part similar to those of the company or as may be approved by the shareholders for the attainment of the main objects of the company.

Payment for property and services

- (7) To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering service to the company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full or in part or otherwise.

Advance, deposits and loans

- (8) To lend and advance money, either with or without security and give credit to such persons (including Government) and upon such terms and conditions as the Company may think fit, provided that the company shall not carry on banking business as defined under the Banking Regulations Act, 1949.

Financial and commercial obligations

- (9) To undertake the financial and commercial obligations, transactions and operations of all kinds in connection with the business of the Company.

Guarantee and surety

- (10) To guarantee the performance of any contract or obligations, of and the payment of money of or dividends and interest on any stock, shares or securities of any company, corporations, firm or person in any case in which such guarantee may be considered directly or indirectly to further the objects of the Company.
- (11) To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments and securities of any company or any authority Supreme, Municipal, Local or otherwise or of any persons whomsoever, whether incorporated or not any to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the purpose of the Company.
- (12) To constitute any trusts with a view to the issue of preferred and deferred or any other special stocks or securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust, and to settle and regulate, and it thought fit to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, or other special stocks or securities.

Investments

- (13) To invest any moneys of the Company not immediately required in such investments (other than shares or stock in the Company) as may be thought proper and to hold, sell or otherwise deal with such investments as may be necessary for the purpose of the Company.

Borrowing

- (14) Subject to Section 58A and 292 of the Companies Act, 1956 and the regulations made there under and the directions issued by the Reserve Bank of India from time to time as may be applicable to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present or future) including its uncalled capital and also by a similar mortgage, charge lien, or to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the Company.

Negotiable Instruments

- (15) To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, debentures and other negotiable or transferable instruments or securities.

Patents

- (16) To apply for purchase or otherwise acquire and protect prolong and renew in any part of the world, any patents, patent rights, brevets d'invention, trade mark designs, licences, protections, concession and the like conferring any exclusive or non-exclusive or limited right to either use of any secret or other information as to any invention, process or privilege which may seem, capable of being used for any of the purposes

of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use exercise, develop or grant licences or privileges in respect of or otherwise turn to account, the property rights and information so by on any business in any way connected therewith.

Improvements of patents of other rights.

- (17) To spend money in experimenting upon and testing and in improving, or seeking to improve any patents, rights inventions, discoveries, processes or information of the Company or which the Company may acquire or purpose to acquire.

Research laboratories, colleges and provision of lectures

- (18) To establish, provide, maintain and conduct research and other laboratories, training colleges, school and other institutions for the training, education and instruction of students and other who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meeting and conferences in connection therewith.

Acquire and undertake business

- (19) To acquire and undertake all or any part of the business, property and liabilities of any persons or company carrying on or proposing to carry on any business which this company is authorised to carry on or possessed of property suitable for the purposes of the Company.

Registration of Company outside India

- (20) To procure the registration or recognition of the Company in or under the laws of any place outside India.

Promotion

- (21) To form, incorporate, or promote any company or companies whether in India or abroad having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company or any other 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 or to obtain subscription for guaranteeing the subscription of or the placing of any shares bonds, debentures, obligation or securities of any other company or in which the company has any interest or in or about the formation or promotion of the company or the conduct of its business or in or about the promotion of any other company in which the Company may have an interest.

Amalgamation and partnership

- (22) Subject to the provisions of Section 391 to 394 of the Companies Act, 1956 to amalgamate or to enter into partnership or in to any arrangement for sharing profits, union of interests, cooperation, joint venture or reciprocal concession with any person or persons or company or companies carrying on or engaged in, any business which this Company is authorised to carry on.

Government and other concessions and to promote and oppose legislation

- (23) To enter into any arrangements and take all necessary or proper steps with Governments or with other authorities, Supreme, National Local, Municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of carrying out the objects of the Company or effecting any modification in the constitution of the company or furthering the interests of its members and to oppose any such steps taken by any other company firm or person which may be considered likely directly or indirectly to prejudice the interest of the Company or its members and to assists the promotion whether directly or indirectly of any legislation which may seem advantageous to the Company and to obtain from any such Government, authority and company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the company may think it desirable to obtain and to carry out, exercise and company with any such arrangements, charters, decrees, rights, privileges or concessions.

Publicity

- (24) To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

Trust

- (25) (a) To undertake and execute any trust, the undertaking of which may seem to the Company desirable, and either gratuitously, or otherwise and vest any real or personal property, rights or interests 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 favour of the Company.
- (b) To accept gifts and to give gifts and donations, to create trusts for the welfare of employees, members, directors and/or their dependants, heirs and children and for any deserving object and for other persons also and to act as trustees.

Establishment of association connected with the Company or for employees of the Company

- (26) To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution of fund in any way connected with any particular trade or business or with trade or commerce generally and particularly with the trade, including any association, institution or fund for the protection of the interest of masters, owners and employers against loss by debts, strike combination, fire, accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the company or any of its predecessors in business or their families or dependants and whether or not in common with other persons or classes of persons and in particular of friendly cooperative and other societies, reading rooms, libraries, educations and charitable institutions, refractories, dining and recreation rooms, churches, chapels, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose whatsoever.

Aid to labour and other Industrial Association

- (27) To aid pecuniary or otherwise, any association, body or movement having for an object the solution, or settlement of industrial or labour problems or troubles or the promotion of industry or trade.

Provident Institutions

- (28) To establish and maintain or procure the establishment and maintenance of any contributory or non contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities pension allowances or emoluments to any persons who are or were at any time in the employment or service 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 of officers of the company as aforesaid and the wives, widows, families and dependants of any such persons, and also establish and subsidise 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 payment to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

Rural Development and other National Priority Project

- (29) To undertake, manage finance promote sponsors and associate or otherwise carry on either individually or in association in any manner with any other person or Government Authority, programme or rural and agricultural development in India including any programme for promoting the social economic welfare of, or the uplift of the public in any rural areas and without prejudice to the generality to the forgoing to subscribe, donate, establish, provide, maintain, conduct, subsidize, undertake, associate with, carry on and promote studies, research, experimental work and application of technology, in any field of human endeavour, by establishing endowing or assisting workshops, laboratories, schools, hospitals, first aid centre and other technical, scientific, agricultural, or any other institutions and bodies for the development and education, medicine, human welfare, agriculture, horticulture, animals husbandry, dairy product, cottage, small scale and any other industry and in order to implement any of the above mentioned

objects or purposes, transfer without consideration or act such fare or confessional value as the directors may think fit and divest the honourship of any property of the company to or in favour of any public or any public or Local bodies or Central or State Government or any Public institution or Trusts or Funds or any other persons(s) as the directors may approve and to undertake any other projects in any field of activity (either) directly or in association with others or to contribute in any manner which is granted recognition by the Income Tax Act or any other law by the Government of India including but not restricted to promotion of family planning, promotion of pollution control, ecology development and preservation and environmental development.

Distribution in specie

- (30) To distribute among the members in specie any property of the Company or, any proceeds of sale or disposal or any property of the Company, in the event of its 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.

To do all things incidental

- (31) To do all such other things, as may be deemed incidental or conducive to the attainment of the above objects or any of them.

C. OTHER OBJECTS

Advisors and Consultants

- (1) To carry on business of consultants and advisers on problems relating to the management, administration and organisation of industry and business and the training of personnel for industry and business and to carry on all or any of the business of industrial, business and personnel, consultants including rendering of advice and services in business strategy corporate planning, project evaluation, feasibility studies, equipment management, product development, inventory control and market research for manufacturing, transport, service and other peripheral industries and to advice upon the means and methods of extending developing and improving all types of business or industries and all systems or processes relating to production storage, marketing, distribution and sale of goods and/or relating to the rendering of services.

To engage in research and provide technical know how

- (2) To engage in research and provide technical know-how into all aspects of personnel industrial and business management and administration, to collect, prepare and distribute information and statistics relating to any type of business or industry and to provide, propose and carry out such methods, procedures and measures.

Agency, employment of experts

- (3) To act as agents or managers in carrying on any business, concerns and undertakings and to employ experts to investigate and examine into the condition, management, prospects value and circumstances of any business, and undertaking and generally of assets, property or rights of any kind and to carry on all or any of business of mechanical, electrical and general engineering, manufacturers and merchants and, agents for and dealers in engineering specialities of every description.

Storekeepers

- (4) To carry on, in any mode, the business of storekeepers in all its branches and in particular to buy, sell, and deal in goods, stores, consumable articles, chattels, and effects of all kinds, both wholesale or retail.

Importers, exporters, agents

- (5) To carry on business as importers and exporters of goods or merchandise of any description or to act as shippers, underwriters, commission agents, advertising agents, travelling agents, transport agents, forwarding and clearing agents, brokers, estate agents, and hardware merchants.

Engineering goods

- (6) To carry on the business of manufacturers and dealers in automobile parts, accessories, ancillaries,

stores, and spares, and to engineer, develop, design, assemble, manufacture, produce, import and export, buy, sell, and otherwise deal in industrial, mining, machines, and all types of tools, plants, equipments, instruments appliances and hardware of all kinds, general fittings, accessories, and appliances of all descriptions made of metal, alloy, glass, synthetic and other fibres, chemical and PVC compounds, plastics, or any other materials.

Electrical Engineers

- (7) To carry on the business of electrical engineers, electricians, engineers, contractors, manufacturers, contractors, suppliers of and dealers in electrical and other appliances cables, wire-lines, drycells, accumulators, lamps and works and to generate accumulate, distribute and supply electricity for the purpose of light, heat, motive power and for all other purposes for which electrical energy can be employed, and to manufacture, and deal in all apparatuses, and things required for or capable of being used in connection with the generation, distribution supply, accumulation and employment of electricity.

Electrical Equipment

- (8) To manufacture and /or produce and/or otherwise engage generally in the manufacture or production of or dealing in electrical kilowatt hour meters, magnets, electromagnets, power cables, industrial jewels, ammeters, voltmeters and other types of measuring instruments, electrical or non-electrical, die castings, screws nuts and bolts transformers of all types, circuit-breakers, punched card machines, computers and calculators, and their accessories hoists, elevators, troleys and coaches, winches, power generators, magnetic separators, winches, air compressor, welders, fans of all types, switches and motors of all types, drills, electric grinders, air-conditioners, refrigerators, washing machines, television and wireless apparatus including radio receivers and transmitters, electronic instruments, diodes, transistors and allied items, watches and clocks cameras and any household appliances and any equipment used in the generation, transmission and receiving of sound, light and electrical impulses, and component parts thereof.

Mechanical Engineers

- (9) To carry on the business of mechanical engineers, machinists, fitters, millwrights, founders, wire drawers, tube makers, metallurgists, saddlers, galvanizers, japanners, annealers, enamellers, electroplaters and painters.

Data Processing

- (10) To carry on a general business of providing comparative information about the characteristics, interest or other attributes of individuals, communities organisation, countries or other social units and of any articles or commodities or economic trends or persons, to design, invent, prepare, own, make use of, lease sell or otherwise dispose of and, to deal in and with computers, data processing machine, tapes, cards memory equipment or any other equipment or materials of every kind and description useful in connection with this business, to license or otherwise authorise others to engage in the foregoing, and to engage in general research and development in areas related to or involving the foregoing.

Wood Products

- (11) To grow, take on lease, acquire, develop, deal in plantations and forest, and process in all aspects timber, wood, plywood, and all kinds of woods, and to make products wherein wood is a constituent part and to design, develop, fabricate any products involving the substantial use of wood.

Chemical and fertilizers

- (12) To produce, manufacture, use, buy or otherwise acquire, sell, distribute, deal in and dispose of alkalies and acids, gases, compounds, fertilizers, chemicals and chemical products of every nature and description and compounds, intermediates. Derivatives and Dye products thereof and products to be made there from (herein after for convenience referred to generally as, chemicals, and products) including specifically, but without limiting the generality of the foregoing calcium carbide, calcium cyanamide, vat, solubilised vat, azoic salts, naphthalenols, all types of flotation reagents, wetting agents, insecticides and fumigants, plastics

and resins; dyestuffs, explosives, catalytic agents, foods, direct colours, basic and rapid fastcolours, pigments, drugs, biologicals, pharmaceuticals, serums, vitamin products, hormones, sutures, ligatures, drugs or disease or disabilities, in man or animals; and products derived from phosphate, mines, limestone, quarries, bauxite mine, petroleum, natural gas and other natural deposits useful or suitable in the manufacture of chemicals and chemical products as there in above defined.

Oils

- (13) To manufacture, produce, refine, prepare, purchase, store, sale and generally to trade and deal in petroleum and all kinds of minerals oils, and all products and bye-products thereof including wax paraffin, soap, paint, varnish, lubricants, illuminants, and butters substitutes, oil, cloth, candles, and glycerine steering and in connection therewith to acquire, construct, repair, operate and use oil and other refineries, buildings, mills, factories, oils wells, derricks, distilleries, ghanies, rotary, expellers, mechanical or hydraulic press.

Resins and Paints

- (14) To carry on business of manufacturers and dealers, importers and exporters of natural and synthetic resins, moulding, powders, adhesives, and cements, oil paints distempers, cellular paints, colour, varnishes, enamels, gold and silver leaf enamels, spirits and other allied articles.

Calcined Coke

- (15) To carry on development and research work and to manufacture, calcine, refine, process, import, export, buy, sell and deal in petroleum coke, calcines, coke, and coal tar, anthracite coal and to draw out, manufacture and deal in coal tar, canlion products and other by-products as may be possible and to utilize waste gases for industrial uses and purposes.

Glass

- (16) To manufacture, prepare, import, export, buy, sell and otherwise deal in all kinds of glass, glassware goods, mirrors, looking glass, scientific glass, wares, sheet and plate glass, bangles, false pearls, bottles phials and all kinds of articles prepared of glass and to carry on the business of glass patient solvers, glass embossers, accellesiastical lead workers glass tablets show card and show case manufacturers.

Instruments

- (17) To manufacture, produce, assemble distribute, stock, barter, exchange, pledge, repair use, buy, sell, import and export and otherwise deal in all types of scientific instruments, and their accessories, testing instruments, process control instruments, electrical and electronic instruments, nautical, aeronautical and survey instruments, optical and ophthalmic instrument, general laboratory medical and surgical instruments, apparatuses, scientific laboratory, glassware, photographic, chemical and other instruments, apparatuses, appliance, equipments, devices, contrivances, their accessories and components.

Agricultural machinery

- (18) To engineer, develop, design, assemble manufacture, produce, import, export, buy sell, operate, run let on hire and otherwise deal in :
- (a) all kinds of earth moving and agricultural machines, petro and diesel engines, tools, plant, tractors, equipments, spares, appliances, implements, accessories, etc., mobile or otherwise;
 - (b) heavy vehicles and machines for agricultural and land reclamation, drainage, irrigation, waterworks, engineering, forest clearing, pumping and other purposes;
 - (c) spraying machines, vehicles and equipment, whether mobile or otherwise;
 - (d) mobile workshops and garage equipment for repair and service stations;
 - (e) tubewells, pumps, floating or otherwise, motors, and irrigation machinery;
 - (f) transportation equipment for movement of its products or stores, machines or personal and as general purpose freight carriers.

Spraying

- (19) To undertake the business of distribution and application of chemicals, fertilizers and pesticides, aerial or otherwise.

Entertainment

- (20) (a) To carry on the business of properties and managers of theatre (cinema, picture places and concert halls) and to provide for the production, re presentation, and performance (whether by mechanical means or otherwise) of operas, stage, plays, operate as burlesques, veudevilles, revues, ballets, pantomimes, spectacular pieces promenade, and other concerts and other musical and dramatic performance and entertainment.
- (b) To manufacture films and other appliances and machines in connection with mechanical reproduction or transmission of pictures, movement, music and sounds and to organise and conduct theatrical production and entertainments of all kinds.

Tourist agents

- (21) To carry on business as tourist agents and contractors, and to facilitate travelling and to provide for tourists and travellers and promote the provision of conveniences of all kinds in the way of through tickets, circular ticket, sleeping cars of berths reserved places, hotel and lodging accommodation, guides, sale deposits, enquiry bureaus, libraries, lavatories, reading room, baggage transport and otherwise.

Hotel

- (22) To carry on Business of hotel, restaurant, café, tavern, beer house, restaurant room, boarding and lodging house keepers, licensed victuallers, wine, Beer and spirit merchant, masters manufacturers of aerated minerals and artificial waters and others drinks purveyors, caterers for public amusements, generally coach cab, carriage and motorcar proprietors, livery, stable and garage keepers, jobmasters, importers and brokers of food, live and dead stock, hair dressers, perfumers, chemists, proprietors of clubs, baths, dressing room, laundries, reading, writing and newspaper room libraries grounds and places of amusements and recreation, sport, entertainment and instruction of all kinds, tobacco and cigar merchants, agents for railways, road, air and shipping companies and carriers theatrical and opera-box office proprietors and general agents, dramatic and musical literature publishers and printer and to provide service and facilities for all kinds on commercial basis, that may be required for the tourist and entertainment industry.

Architects and builders

- (23) To carry on all or any of the business of constitutional engineers, architects, builders, contractors, decorators, electricians, wood workers and paviours and to acquire, develop, build, sell, real estate multistoried or other buildings and group housing schemes.

Real estate

- (24) (a) To purchase, sell, develop, take in exchange, or on lease hire on otherwise acquire whether for investment or sale, or working the same, any real or personnel estate, including lands, mines, business, buildings, factories, mills, houses, cottages, shops, depots, warehouses, machinery, plant, stock in trade, mineral rights, concessions, privileges, licences, easement or interest in or with respect to any property whatsoever for the purpose of the company in consideration for a gross sum or rent or partly in one way and part in other or for any other consideration.
- (b) To carry on business as proprietors of flats and building and to let on lease or otherwise apartments therein, and to provide for the conveniences commonly provided in flats, suites and residential and business quarters.

Carriers

- (25) To carry on all or any of the business of transport, cartage and haulage contractors, garage, proprietors, owners and characters of road vehicles, air crafts, ships, tugs, barge, and boats of every description, lightermen, carriers of goods and passengers by road, rail, water or air Carmen, cartage contractors, stevedores, wharfingers, cargo superintendents, packers, hauliers, warehousemen, storekeepers, jobmasters, ships breaking and scrap.

Farming and horticulture and processing

- (26) To carry on the business of farming, horticulture, floriculture, sericulture, dairies, cultivators of all kinds of food grains, seeds, fruits, proprietors of orchards and traders, exporters, dealers and sellers of the product

of farming, dairy, horticulture, floriculture, seciculture and pisciculture and fishing and manufacturers of drink alcoholic or otherwise, including beverages produced from such products or otherwise, to carry on the business or cultivators, growers, manufacturers, millers, grinders rollers, processors, cold stores, canners and preservers, and dealers of food grains and other agricultural dairy, horticultural and poultry products; fruits vegetables, herbs, medicines, flowers, drinks, fluids, gas and other fresh, and preservable products and to extract bye-products and derivatives, whether edibles pharmaceuticals medicines or of any other kind of nature whatsoever and food preparations of every kind and description and generally to carry on the business of manufacture of and trading in preserved, dehydrated canned or converted agricultural products fruits and vegetables, provisions foods, dairy and poultry products and articles and other derivatives of all kinds and descriptions and to set up and run machinery for processing and preserving the same.

Research and experiments

- (27) To establish experimental farms and research stations any where in india for conducting experiments test and research for developing better qualities of food grains and agricultural products and for developing mild strains in cattle by cross breeding or otherwise and increasing egg laying capacity in poultry and also for finding out ways and means of improving other agricultural crops, produce and seeds, etc., fodder crops and cattle food of all kinds.

Food and Dairy Products

- (28) To manufacture, process, chemically, electrically or by anyother means, refine, extract, hydrolize, manipulate, mix deodorise grind, bleach, hydrogenate, buy, sell, import, export, produce or otherwise deal in, seeds and agricultural products, foods, food products dietetic products and preparations patent drugs and proprietary articles of all kinds, whether basic or derived and in all forms and in particular protein foods in all kinds and all other ingredient and all other incidental products.

Dealing in Gold etc

- (29) To buy, sell and deal in foreign exchange, gold, silver, cotton, jute, hessian, oils, oilseeds and commodities of all kinds, agricultural or otherwise finished or unfinished and to take delivery and hold them as permitted under the law from time to time inforce.

Optics

- (30) To buy, sell design, manufacture, process and deal in any product relating to optics including, fibre glass optics, lense, and laser equipment.

Cold Storage

- (31) To erect, build, maintain and let out on hire or rent, cold storage rooms and to provide for refrigeration and to carry on and undertake storage, packing removal, carrying, delivery, purchase, sale and exchange of fruits and vegetables including potatoes and all kinds of agricultural and other goods and generally to carry on the business of cold storage Company in all its branches.

Investments

- (32) To take hold and dispose of shares in such organisations, institution business or companies, whether industrial, hoteliers, restaurateurs, agricultural, trading, manufacturing or otherwise and to carry on all type of investment business.

Technical information and know-how

- (33) To acquire from or sell to any person, firm or body corporate or unincorporate, whether in India or elsewhere technical and managerial, information, know-how, processes, engineering, manufacturing, operating and commercial data, layouts and blue prints, useful for the design, erection and operation of any plant or process of manufacture and to acquire and grant license or other rights and benefits in the foregoing matters and things and to render any kind of management and consultancy service.

Printers and Stationers

- (34) To carry on business as publishers of newspapers, books magazines, art and musical production plan, and chart printers, press advertising agents manufacturers and dealers of containers and components, and

machinery thereof manufacturers and dealers in printing machinery, type and all printers, suppliers, book binders and stationers and dealers in all kinds of suppliers and equipment of mercantile and other uses.

Paper

- (35) To carry on the business of manufacturers of, and dealer in all kinds and classes of paper and pulp including sulphate and sulphite wood pulp, mechanical pulp and soda pulp and papers including transparent, vellum, writing, printing, glazed, absorbent, newsprinting, wrapping, tissue, cover, blotting, filter bank or bond, badami, brown, buff or coloured lined, azure laid, grass or water proof, hand made parchment, drawing, craft, carbon, envelope, and box and straw duplex and triplex boards and all kinds of articles in the manufacture of which in any from pulp paper or board is used substantially and also to deal in manufacture artificial leather of all varieties, grades and colour.

Rubber and plastics

- (36) To promote, establish acquire and run or otherwise carry on the business of any plastic or rubber industry or business of manufacture of materials for use in such industries or business such as wax, paper, bakelite, plywood celluloid, products, chemicals of all sorts and other articles or things and similar or allied products or process.

Cement

- (37) To carry on all or any of the business of manufacturers of and delaers and workers in Cement, lime, plasters, whiting, clay, gravel, sand, minerals, earth, coke, fuel, artificial stone, and binders requisites and convenience of all kinds, and of engineers quarry owners, binders, general contractors and carriers.

Mining

- (38) To purchase, hold acquire mines, mining lease, licenses, rights, claims and metalliferous lands, real estate, and to explore, search, work, exercise develop, treat refine and to turn to account ores, all sorts of minerals, working deposits, sub oil minerals and to crush, win, set, quarry, smelt, calcine, refine, dress, preserve, manufacture and prepare for market, ore, metal and mineral substances of all kinds, and to carry on metallurgical operations in all its branches.

Management of business

- (39) To take part in the formation, management, supervision or conrol of the business or operations of any company or undertaking and for that purpose to appointment and remunerate any directors, accountants, or other experts or agents.

Agency Business

- (40) To Transact or carry on all kinds of agency business, and in particular in relation to the investment of money, the sale of property and the collection and receipt of money.

Architect and builders

- (41) To carry on all or any of the business of constructional engineers Architects, Builders, Contractors, Decorators, Electricians, wood workers and to acquire develop by sale or otherwise deal in Real Estate, Multistoried or other buildings and group housing schemes.

Construct and superintend building

- (42) To acquire build, construct, alter maintain and enlarge, pull down remove or replace and to work, manage and control in buildings, offices factories, mills shops and conveniences.

Financing housing

- (43) To undertake, manage, finance, promote, sponsor and associate or otherwise carry on either individually or in association with any other persons or body corporate or Govt. Authority, programmes for financing housing whether by way of instalments, Hire Purchase, lese, or any other form of credit which may be found suitable in each particular case, subject to all applicable laws.

To purchases manufacture and deal in materials substances

(44) To produce, manufacture, refine prepare, process, purchase, sell, import, export or generally deal in furniture, fittings, stones, marble, tiles, refactories, chinawares, sanitary materials, all types of paints, coatings, adhesives, sheets, roofings, electrical goods, water supplies or storage equipments, floor polish, door closers, locks, latches, fasteners hinges, clamps, any other building, decorative materials or house hold appliances or articles made of cement, stone, clay timber, teak, boards, petroleum products, acrylic, fibreglass, iron, steel, and other materials with card board, clothes, plastic or other natural or synthetic substances or chemical.

Paper

(45) To buy, sell manufacturers, fabricate, process, paper and paper products, toilet rolls, Tissue paper, face tissus and allied products as also machinery for manufacture of the same.

Lease and hire purchase

(46) To carry on the business of a leasing and hire purchase company and to acquire, to Provide on lease or to provide on hire purchase basis all types of industrial and office plant, equipment, machinery, vehicles, buildings and real estate, required for manufacturing, processing, transportation and trading business and other commercial and service business.

AND it is hereby declared that the word "Company" in the Clause shall be deemed to include any partnership or other body or persons, whether incorporated, or not and whether domiciled in the Union of India or elsewhere.

5. AND it is further declared that the objects of the Company extend to the whole of India and abroad.
6. Upon the registration of the Company, the liabilities of the members is limited.
7. The Authorised Share Capital of the company is Rs. 12,00,00,000 (Rs. Twelve Crores only) divided into 1,20,00,000 (One Crore Twenty Lacs) Equity Share of Rs. 10/- (Rupees Ten) each.
8. The business assets and liabilities of National General Industries shall become the property of the Company and having regard to the obligations imposed on the Company by these p resent shall be taken at their net book value (i.e. total assets less total liabilities).
9. The assets of the said firm shall vest in the Company on its incorporation and shall be free from all claims by the subscribers as parties hereto and pending the incorporation of the Company they shall hold the assets in trust for the Company, including any immoveable property belonging to the firm, which may presently be registered in the name of anyone or more partners and such partners hereby expressly under take not to dispose off, sell, mortgage, lease, hire or otherwise relinquish the rights to any such property.
10. The Company shall undertake, pay, observe, satisfy, perform and fulfil the agreements arrangements and the liabilities of the said firm entered into the name of the said firm in relation to the said business and assets brought in as aforesaid and shall indemnify them and their e executors, administrators, estates and effects from and against all actions, proceedings, claims and demands in respect thereof.
11. The business of National General Industries and of the main objects stated herein before have been carried on as from the date of these presents on the Company's behalf and accordingly the said firm shall be allowed all payments and expenses incurred and shall account for all moneys and other benefits received by it in relation to such business as from that day.
12. No member shall be liable to pay calls or to contribute to an extent exceeding the amount for the time being unpaid or not credited as paid up on the shares held by him and on the incorporation of the Company the liabilities of the members shall be limited.
13. The transfer of shares before the registration of the Company shall be made in the same manner and as nearly as may be and shall have the same effect and consequences as between the transferor and transferee and the Company respectively as transfer of shares made after the registration of the Company.
14. The Rules and regulations governing the company shall be as contained in the Articles of Association.

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

Name, Description Occupation and address of Subscribers	Number of Equity shares taken by each Subscriber	Signature of Subscriber	Signature of Witness with address and occupation
Ashok Kumar Gupta S/o Late Sh. Dal Chand Gupta R/o W-66, Greater Kailash-II New Delhi (Business)	35000	Sd/- (A. K. Gupta)	I witness the Signatures of the Subscribers Sd/- (Pankaj Goyal), ACA S/o Sh. Ram Goyal R/o D-2, Manohar Park, New Delhi - 110 026 Chartered Accountant
Santosh Sagar Gupta W/o Sh. Chander Sagar R/o 33-B, N.I.T. Faridabad Haryana (House Wife)	17300	Sd/- (S.S. Gupta)	
Tara Sagar Gupta W/o Sh. Gyan Sagar R/o W-66, Greater Kailash-II New Delhi (House Wife)	17300	Sd/- (T.S. Gupta)	
Pawan Kumar Modi S/o Late Shri. Jai Parkash Modi R/o C-61, Soami Nagar, Panchsheela Enclave, New Delhi (Business)	100	Sd/- (P.K. Modi)	
Ashok Kumar Modi S/o Late Shri. Jai Parkash Modi R/o C-61, Soami Nagar, Panchsheela Enclave, New Delhi (Business)	100	Sd/- (A.K. Modi)	
H. L. Khullar S/o Shri Amir Chand Khullar R/o House NO. 210, Ward No. 1 Mandi, Gobindgarh (Business Executive)	100	Sd/- (H L. Khullar)	
Amardeep Khullar S/o Shri H.L. Khullar R/o House NO. 210, Ward No. 1 Mandi, Gobindgarh (Business)	100	Sd/- (Amardeep Khullar)	
	70000 Equity		

Place : New Delhi
Dated : 30.12.1986

THE COMPANIES ACT 1956
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
NATIONAL GENERAL INDUSTRIES LIMITED

TABLE 'A' EXCLUDED

- | | | |
|----|--|--|
| 1. | The Regulations contained in the Table 'A' in the First Schedule of the Companies Act, 1956 shall not apply to this Company but the regulations for the management of the company and for observance of the members and their representatives shall, subject to any exercise of the statutory powers of company in reference to the repeal or alterations of or additions to its regulations by special resolution as prescribed by the said Companies Act, 1956 be such as are contained in these articles. | Table 'A' not to apply to the company to be governed by these Articles |
|----|--|--|

INTERPRETATION

- | | | |
|----|--|-----------------------------------|
| 2. | In these Articles unless there be something in the subject or context inconsistent therewith the following words or expressions shall have the following meanings:- | Interpretation clause |
| | "The Company" means NATIONAL GENERAL INDUSTRIES LIMITED | "The Company" |
| | "The Act" means the Companies Act, 1956 and includes any statutory modification or re-enactment thereof for the time being in force. | "The Act" |
| | "Board" means a meeting of the Directors duly called and constituted or as the case may be, the Directors assembled at a Board or the requisite number of Directors entitled to pass a Resolution Passed by circulation in accordance with these Articles. | "Board" |
| | "The Managing Director" means the Managing Director or Managing Directors of the Company for the time being. | "Managing Director" |
| | "Month" means calendar month. | "Month" |
| | "Dividend" includes Bonus. | "Dividend" |
| | "These presents" means the Memorandum of Association and these Articles of Association as originally framed or the regulations of the Company for the time being in force. | "These Presents" |
| | "Seal" means the Common Seal for the time being of the Company. | "Seal" |
| | "Ordinary Resolution" and "Special Resolution" shall have the meanings assigned thereto respectively by Section 189 of the Act. | "Ordinary and Special Resolution" |
| | "Paid up" includes credited as paid-up. | "Paid up" |
| | "In writing" and "written" shall include printing, lithography or part printing and part lithography and any other mode or modes of representing or reproducing words in visible form. | "Writing" |

“Singular Number”	The words importing “singular number” shall include the plural number and vice versa.
“Gender”	The words importing “masculine gender” shall include the feminine gender and vice versa.
“Person”	The words importing “person” shall include Corporation.
“The Office”	“The Office” means the Registered Office of the Company for the time being.
“Debenture”	The word “debenture” include debenture-stock.
Expressions in these regulations to bear same meaning as in the Act	Subject as aforesaid and except where the subject or context otherwise requires words or expressions contained in these regulations shall bear the same meaning as in the Companies Act as in force at the date on which these regulations become binding on the Company.
“Marginal Note”	The marginal notes hereto shall not affect the construction thereof.

CAPITAL

“Capital”	3. The Authorised Share Capital of the company is Rs. 12,00,00,000 (Rs. Twelve Crores Only) divided into 1,20,00,000 (One Crore Twenty Lacs) Equity Shares of Rs. 10/- (Rupees Ten) each.
-----------	---

SHARES AND CERTIFICATES

Shares to be numbered progressively and no share to be sb divided	4. The shares in the capital shall be numbered progressively according to their several denominations. Every forfeited or surrendered share shall, continue to bear the number by which the same was originally distinguished.
Registration on allotment	5. The Board shall observe the restriction as to allotment of shares to the public contained in Section 69 and 70 of the Act and shall cause to be made the return as to allotment provided for in Section 75 of the Act.
Further issue of Shares	6. (1) Where at the time after the expiry of two years from the formation of the company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares whether out of the unissued capital or out of the increased shares capital then : <ul style="list-style-type: none"> (a) Such further shares shall be offered to the person who at the date of the offer are holders of the equity shares of the Company in proportion, as near as circumstances admit, to the capital paid up on those shares at the date. (b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from the date of the offer and the offer if not accepted, will be deemed to have been declined. (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right. PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.

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

PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

- (a) Either has been approved by the Central government before the issue of the debentures or the raising of the loans or is in conformity with the Rules, if any, made by that Government in this behalf; and
- (b) In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debentures or raising of the loans.

Shares at the Disposal of the Directors	7. Subject to the provisions of section 81 of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the Capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the company in the General Meeting.
Acceptance of shares	8. Any application signed by or on behalf of any applicant for shares in the Company, followed by an allotment of any share herein shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose name is on the Register shall for the purpose of these Articles be a member.
Deposit and calls etc. to be a debt payable immediately	9. (1) The money (if any) which the Board shall on the allotment of any share being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them, shall immediately on the inscription of the name of the allottee in the Register of Members as the name of the holder of such shares become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by him accordingly.
Liability of members	(2) Every member or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for time being, remain unpaid thereon, in such amounts, at such time or times and in such amounts, at such time or times and in such manner, as the Board shall; from time to time, in accordance with the Company's regulations; require or fix for the payment thereof.
Trust not recognised	10. Except as required by law or order by a court of competent jurisdiction no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any beanie, equitable, contingent future or partial interest in any share or any interest in any 'fractional part of a share (except only by these presents or by law otherwise provided) or any other rights in respect of any share, except in an absolute right to the entirety thereof in the registered holder.
Funds not to applied in the purchase of its own shares	11. None of the funds of the Company shall be applied in the purchase of any shares of the Company and it shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding Company save as provided by Section 77 of the Act.
Certificates	12. The certificates of titles to shares and duplicate thereof when necessary shall be issued under the seal of the Company.
Limitation of time for issue of Certificates	13. Every member shall be entitled, without payment, to one or more, Certificates in marketable lots, for all the shares of each class or denomination registered

in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the company and shall specify the numbers and distinctive numbers of shares in respect of which it is issued and amount paid up thereon and shall be in such form as the Directors may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holder.

14. If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs. 2/- for each certificate) as the Directors shall prescribe. Providing that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

Issue of New Certificate in Place of one defaced, Lost or Destroyed

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

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

15. Subject to the provisions of Section 76 of the Act, the Company may at any time pay a commission to any person consideration of his subscribing or agreeing to subscribe (whether absolute or conditional) for any shares or debentures in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares or debentures in the Company, but so that the commission shall not exceed in the case of shares 5 (five) per cent of the price at which the shares are issued, and in the case of debentures 2 ½ (two and a half) per cent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in the other. The company may also pay on any issue of shares or debentures such brokerage as may be lawful and reasonable.

Commission for placing shares and brokerage

CALLS

16. The Directors may, from time to time, subject to the terms on which any shares may have been issued, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotments, thereof made payable at fixed times and each member shall pay the amount of every call so made by

Calls

him to the person and at the time and place appointed by the Directors. A call may be made payable by instalments.

- | | |
|---|---|
| When call deemed to have been made and notice to call | 17. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed, not less than Thirty days notice of any call shall be given specifying the time and place of payment and to whom such call be paid. |
| Extension of time for payment of calls | 18. The Board may, from time to time and at its discretion, extend the time fixed for the payment of any call and may extend such time as to call of any of the members who owing to residence at a distance or other cause, the Board may deem fairly entitled to such extension; but no member shall be entitled to such extension save as a matter of grace and favour. |
| Payment of interest on delay in calls | 19. If any member fails to pay any call, due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall, from time to time, be fixed by the Board but nothing in this article shall render it obligatory for the Board to demand or recover from any such member and the Board shall be at liberty to waive payment of such interest either wholly or in part. |
| Amount payable at fixed times or by instalment payable as calls | 20. If by the terms of issue of any shares or otherwise any amount is made payable on allotment or at any fixed date or instalments at fixed times, whether on accounts of the amount of the share or by way of premium every such amount or instalment shall be payable as it were a call duly made by the Directors and on which due notice had been given and all provisions herein contained in respect of calls shall relate to such amount or instalment accordingly. |
| Evidence in actions by Company against shareholders | 21. On the trial or hearing of any action or suit brought by the Company against any shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was when the claim arose on the Register of shareholders of the Company as a holder or one of the holders of the number of shares in respect of which such claim is made and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever but the proof of matters aforesaid shall be conclusive evidence of the debt. |
| Payment in Anticipation of Call May Carry interest | 22. The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same, whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the call then made upon the shares in respect of which such advance has been made, the company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profit or dividends. The Directors may at any time repay the amount so advanced. |

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

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

JOINT HOLDERS

23. Where two or more persons are registered as holders of any shares, they shall be deemed to hold the same as joint-tenants with benefits of survivorship subject to the following and other provisions contained in these Articles:
- (a) Shares may be registered in the name of any person, company or other body corporate but not more than three persons shall be registered jointly as members in respect of any shares. Joint holders
To which of joint holder certificate to be issued
 - (b) The certificate of shares registered in the names of two or more persons shall be delivered to the person first named on the Register.
 - (c) The joint holders of a share shall be jointly and severally liable to pay calls in respect thereof. Several liabilities of joint holders
 - (d) If any shares stands in the names of two or more persons the person first named in the register shall as regards receipt of share certificates, dividends or bonus or service of notices and all or any other matter connected with the company, except voting at meetings, and the transfer of the shares, be deemed as sole holder thereof but the joint holders of shares shall be serially as well as jointly liable for the payment of all instalment and calls due in respect of such share and for all incident thereof according to the Company's regulations. The first named of joint holder deemed soleholder
 - (e) In the case of the death of any one or more of the persons named in the register of members as the joint holders of any share, the survivors shall be the only persons recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the ester of a deceased joint holder from any liability on shares held by him jointly with any other person. Death of one or more joint holders of share
 - (f) If there be joint registered holders of any shares any one of such persons may vote at any meeting either personally or by proxy in respect of such shares, as if he were solely entitled thereto, provided that if more than one of such joint holders be present at any meeting either personally or by proxy, then one of the said persons so present whose name stands on the register of members shall alone be entitled to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present, at the meeting. Several executors or administrators of a deceased members in whose names shares stand shall for the purpose of these articles be deemed joint holders thereof. Vote of joint members
 - (g) A document or notice may be served or given by the Company on or to joint holders of a share by saving or giving the document or notice on the joint holder named first in the register of members in respect of the share. On joint holders

FORFEITURE AND LIEN

24. If any member fails to pay any call or instalment on or before the day appointed for the payment of the same, the directors may at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company be reason of such non-payment. If calls or instalment not paid, notice must be given

Form of notice	25. The notice shall name a day (not being less than thirty days from the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which such call was made or instalment is payable to be forfeited.
if notice not complied with shares may be forfeited	26. If the requisition of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may at any time thereafter before payment of all calls instalments, interest and expenses due in repeat thereof, be forfeited by a resolution of the directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
Notice after forfeiture	27. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register but no forfeiture shall be in any manner invalidated by any omission or neglect to notice or to make such entry so aforesaid.
Forfeited share to become property of the Company	28. Any share so forfeited shall be deemed to be property of the company and the director may sell, re-allot or otherwise dispose of the same in such manner as they think fit.
Powers to annul forfeiture	29. The Board of Directors may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of annul the forfeiture thereof on such conditions as they think fit.
Arrears to be paid notwithstanding forfeiture	30. Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture together with interest thereon, from the time of forfeiture until payment, at 12 (Tweleve) percent per annum, and Directors may enforce the payment thereof, without any deduction or allowance for the value of the shares at the time of forfeiture but shall not be under any obligation to do so.
Effect of forfeiture	31. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the company in respect of share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.
Evidence of forfeiture	32. A duly verified declaration in writing that the declarant is a director or secretary of the Company and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the share on the sale or disposal thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see to the application of the purchase money nor shall his title to such shares be affected by any irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposal.
Company's Lien on Share/ Debentures	33. The Company shall have a first and paramount lien upon all the shares/ debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds

of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures the directors may at any time declare any shares or debentures wholly or in part to be exempt from the provisions of this clause.*

- | | | |
|-----|--|---|
| 34. | For the purpose of enforcing such lien, the directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell have been served on such member, his executors or administrators of his committee curators bonus or other legal curator and default shall have been made by him or them in the payment of moneys called in respect of such shares for seven days after such notice. | As to enforcing lien by sale |
| 35. | The net proceeds of any such sale be received by the Company and applied in or towards payment of such part of the amount in respect of which the line exists as is presently payable and reside, if any shall (subject to 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. | Application of proceed of sale |
| 36. | Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceeding nor to the application of the purchase money and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. | Validity of sales upon forfeiture |
| 37. | Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative share shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect and the directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereof distinguishing it or them in such manner as they may think fit from the old certificate or certificates. | Cancellation of old certificates and issue of new |

INCREASE, REDUCTION AND ALTERATION IN AUTHORISED ISSUED AND SUBSCRIBED CAPITAL

- | | | |
|-----|---|--|
| 38. | The Company may, from time to time, in general meeting by special resolution after the conditions of its Memorandum of Association by increase of authorised share capital by creating of new shares of such amount as it thinks expedient. | Increase of authorised share capital |
| 39. | Except so far as may be otherwise provided by the conditions of issue or by those, any capital raised by the creation of new shares shall be considered part of the original herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender, voting and otherwise. | Increased capital same as original capital |

- Reduction of capital
40. The company may, (subject to the provisions of Section 100 to 104 of the Act), from time to time, by Special Resolution Reserve Account or Share Premium Account in any way authorised by law and in particular may pay off any paid up share capital upon the footing that it may be called up again or otherwise, and may, if and as far as is necessary, alter its Memorandum of Association by reducing the amount of its share capital and of its shares accordingly.
- Consolidation division and sub-division
41. 1. The Company may in general meeting subject to the provisions of Companies Act, 1956 alter the condition of Memorandum of Association as follows:
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
 - (b) Subdivide its shares or any of them into shares of smaller amount than originally fixed by the Memorandum of Association, subject nevertheless to the provisions of the Act and of these Articles.
 - (c) Cancel shares which, at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the share so cancelled.
2. The right conferred upon the holders of the shares or any class issued with preferred or other right shall not, unless otherwise expressly provided by the term of the issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith, but in no respect in priority thereto.
- Issue of further pari passu share not be affect the right of share already issued

MODIFICATION OF CLASS RIGHTS

- Power to modify rights
43. If at any time the capital by reason, of the issue of preference shares or otherwise is divided into different class of shares all or any of the right and privileges attached to each class may, subject to the Provisions of section 106 and 107 of Act, be modified, abrogated or death with subject to :
- (a) The consent of the holders of not less than three fourth of the issued shares of class, or
 - (b) The sanction of special resolution passed at a separate meeting of the holders of the issued share of that class. To every such separate meeting, provision herein contained as to general meeting shall mutatis-mutandis apply.
- Compliance of Section 192 of the Act
44. The Company shall comply with the provisions of Section 192 of the Act as to forwarding a copy of the prescribed agreement or resolution passed under Article 46 to the Registrar of Companies.

TRANSFER AND TRANSMISSION OF SHARES

- Instrument of Transfer
45. (a) The instruments of transfer shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.”
- Mode of Transfer
- (b) The Company shall not register a transfer of shares in or debentures of

the Company, unless proper instrument of transfer duly stamped of the Company, and executed by or on behalf of the transferor and transferee and specifying the name, address and occupation, if any of the transferee has been delivered to the company alongwith the certificate relating to the shares or debentures or if no such certificate is in existence alongwith the letter of allotment of shares or debentures provided that where on an application made in writing to the Company by transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Board of Directors that instrument of transfer signed by or on behalf of the transferor and transferee has been lost, the company may register on such terms as to indemnity of otherwise as the Board may think fit.

- (c) An application for the registration of the transfer of any shares may be made either by the transferor or by the transferee, provided that where such application is made by the transferor, no registration shall in the case of partly paid shares be effected unless the company gives notice of the application to the transferee in accordance with section 110 of the Act.
- (d) For the purpose of sub-clause (c) notice of the transferee shall be deemed to have been duly given if despatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been delivered in the ordinary course of post.
- (e) Nothing in sub-clause (d) shall prejudice any power of the Board of Directors to register as a shareholder any person to whom the right to any share has been transmitted by the operation of law.
- (f) Nothing in this article shall prejudice the power of the Board of Directors to refuse to register the transfer of any share to a transferee whether a member or not.

46. Subject to the provision of section 154 of the Act, the Board shall have power of giving not less than 7 (Seven) days previous notice by advertisement in a newspaper circulating in the district in which the registered office of the Company is situated to close the transfer books, the register of members or register of debenture holders at such times and for such period or periods, not exceeding in the aggregate forty five days in each year, as it may seem expedient.

Transfer books when closed

47. Subject to the provisions of Section 111 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, the Directors may, at their own absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases, the Directors shall within one month from the date on which instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the company has a lien on the shares. Transfer of shares/debentures in whatever lot shall not be refused.

Directors May Refuse to Register Transfer:

<p>Title to shares of deceased members</p>	<p>48. The executors or administrators or holders of a succession certificate or the legal representatives of a deceased not being one or two or more joint holders shall be only persons recognised by the Company as having any title to the shares registered in the name of such member and the Company shall not be bound to recognise such executors, administrators or holders of succession certificate or the legal representative unless they shall have first obtained Probate or Letter of Administration or Succession Certificate or other legal representation as the case may be, from a duly constituted court in the Union of India; provided that in any case where the Board in its absolute discretion think fit, the Board may dispense with production of Probate or Letter of Administration or Succession Certificate upon such terms as indemnity or otherwise as the Board, in its absolute discretion may think necessary and under the next Article register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member as a member.</p>
<p>Registration of persons entitled to shares otherwise than by transfer</p>	<p>49. Subject to the provisions of the preceding two Articles, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by transfer in accordance with these Articles may, with the consent of the Board (which it shall not be under any obligation to give) upon producing such evidence that sustains the character in respect of which he purports to act under these Articles or of his title as the Board think sufficient either be registered himself as the holder of shares or elect to have some person nominated by him and approved by the Board registered as such holders provided nevertheless that if such person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so he shall not be freed from any liability in respect of the shares.</p>
<p>Claimant to be entitled to some advantage</p>	<p>50. The person becoming entitled to a shares 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 as if he was registered holder of the shares except that he shall not before being registered as a member in respect of the share, be entitled in respect of it, to exercise an right conferred by membership in relation to the meeting of the Company provided that the Board may at any time give notice requiring any such persons to relict either to registered himself or to transfer shares and if notice is not complied with within sixty days the Board may thereafter withhold payment of all dividends, bonus or other moneys payable in respect of the share until the requirements of the notice have been complied with, subject to section 205A of the Act.</p>
<p>Registered instrument to remain with the Company</p>	<p>51. Every instrument of transfer which is registered shall remain in the custody of the Company until destroyed by order of the Board.</p>
<p>No fee on Transfer or Transmission</p>	<p>52. No fee shall be charged for registration of transfer, transmission, Probate, Succession Certificate and Letter of administration, Certificate of Death or Marriage, Power of Attorney or similar other documents.</p>
<p>The Company not liable for prohibiting registration of transfer</p>	<p>53. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares notwithstanding that the Company may have had notice of such equitable right, title or interest to prohibiting registration.</p>

54. If a dispute in relation to transfer/transmission is pending the right for bonus issue, rights issue or dividend payments shall be kept in abeyance till the title to shares in accordance with provision of Sec. 205A of the Companies Act, 1956.
55. Subject to the provisions of Sections 58A, 292 and 293 of the Act and of these Articles, the Board may, from time to time and at its discretion, by a resolution passed at a meeting of the Board, accept deposits from members, either in advance of call or otherwise and raise or borrow or secure the payment of any sum or sums of money for the Company. Borrowing Powers
56. The payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respect as the Board may think fit and in particular by resolution passed at meeting of the Board (and not by circular resolution) by the issue of debentures or debenture-stock of the Company (both present and future) including its uncalled capital for the time being and debenture stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. The payment or repayment of moneys borrowed
57. Any debentures, debentures-stock or other securities may be issued of a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution. Term of issue of Debenture
58. If any uncalled capital of the Company is included in or charged by any mortgage of securities, the directors may subject to the provisions of the Act and these presents make calls on members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed. Assignment of uncalled capital
59. The Company shall comply with all the provisions of the Act, in respect of the mortgages or charges created by the Company and the registration thereof and the transfer of the debentures of the Company and the register required to be kept in respect of such mortgages, charge and debentures. To comply with provisions of the Act as regards registration of mortgage etc.
60. If the directors or any of them or any other persons shall become personally liable for the payment of any sum primarily due from the company, the directors may execute or cause to be executed any mortgage, charges or securities over and affecting the whole or any part of the assets of the Company by way of indemnity to secure the directors or persons so becoming liable as aforesaid from any loss in respect of such liability. Indemnity may be given

RESERVE AND DEPRECIATION FUNDS

61. The Board may, subject to the Companies (Transfer of Profits to Reserves) Rules, 1975, from time to time, before recommending any dividend set apart any and such portion of the profits of the Company as they think fit as a Reserve Fund to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the company for equalization of dividends or for repairing, improving and maintaining any of the property of the Company and for such other purposes of the Company as the directors in their absolute discretion think conducive to the interest of the company and may invest the Reserve Fund

several sums so aside upon such investments (other than shares of the company) as they think fit and from time to time, deal with every such investment and dispose of all or any part thereof for the benefit of the Company and may divide the Reserve Fund into such special funds as they think fit, with full power to transfer the whole or any portion of a Reserve Fund to another Reserve Fund or a division of a Reserve Fund and also with full power to employ the Reserve Funds or any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets and without being bound to pay interest on the same.

- Depreciation fund
62. The Directors may, from time to time, before recommending any dividend, set apart any and such portion of the profits of the Company, as they think fit, as a depreciation fund applicable at the discretion of the directors, for providing against any depreciation in the investments of the Company or for rebuilding, restoring replacing or for altering any part of the buildings, works, plant, machinery or other property of the Company destroyed or damaged by fire, flood, storm, tempest, earthquake, accident, riot, wear and tear or any other means what so ever and for repairing, altering and keeping in good condition the property of the Company or for extending and enlarging the building, machinery and property of the Company with full power to employ the assets constituting such depreciation fund in the business of the Company and that without being bound to keep the same separate from the assets.
- Investment of money
63. All moneys carried to any reserve fund and depreciation fund respectively shall nevertheless remain and be profits of the Company applicable subject to, due provisions being made for actual loss or depreciation, for the payment of dividend and such moneys and the other moneys of the Company may be invested by the directors in or upon such investments or securities as they may select or may be used as working capital or may be kept at any bank on deposit or otherwise as the Directors may, from time to time, think proper.

GENERAL MEETING

- When general meetings to be held
64. (1) In addition to any other meetings, General Meetings, of the Company shall be held at such intervals as are specified in Section 166 (1) of the Act and subject to the provisions of Section 166 (2) of the Act at such times and places as may be determined by the Board.
- (2) Each such General Meeting shall be called Annual General Meeting. Every Annual General Meeting shall be called for a time during business hours on a day that is not a public holiday and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated.
- Distinction between ordinary and extraordinary meetings
65. All other meetings of the Company other than those referred to in the preceding clause shall be called Extraordinary General Meetings.
- When extra ordinary meetings to be called
66. The Directors may, whenever they think fit and they shall, on the requisition of the holders of not less than 1/10 (one-tenth) of the paid up capital of the Company as at that date carries the right of voting in regard to the matter in respect of which the requisition is made, forthwith proceed to convene an Extraordinary General Meeting of the company and in the case of such requisition the provisions of Section 160 of the Act shall apply.
- Notice of meeting
67. Twenty-one days, notice atleast of every General Meeting, Annual or Extraordinary and by whomsoever called, specifying the day, place and hour

of meeting and the general nature of the business to be transacted thereat shall be given in the manner hereinafter provided to such persons as are under these Articles or the Act entitled to receive notice from the Company provided that in the case of an annual meeting with consent in writing of all the members entitled to vote and in the case of any other meeting with the consent of the members holding not less than 95% (Ninety five per cent) of such part of the paid-up capital of the company as given a right to vote at the meeting, a meeting may be convened by shorter notice, in the case of an Annual General Meeting, if any business other (i) the consideration of the accounts, balance sheets and reports of the Board and Auditors, (ii) the declaration of dividend (iii) the appointment of directors in place of those retiring, (iv) the appointment of and fixing of the remuneration of Auditors is to be transacted and in the case of any other meeting in any event, there shall be annexed to the notice of the meeting a statement setting out all the material facts concerning each such item of business, including in particular the nature and extent of the interest, if any, therein of every director and extent of the interest, if any, therein of every director and manager (if any), Where any such item of business relates to or affects any other company the extent of shareholding interest in that other company of every director and Manager if any, of the Company shall also be set out in the statement if the extent of such shareholding and interest is not less than twenty percent of the paid-up share capital of that other company, Where any item of business consists of the accord of approval to any documents by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

- | | | |
|-----|---|---|
| 68. | The accidental omission to give any such notice to or there non-receipt of notice by any of the members or persons entitled to receive the same shall not invalidate the proceedings at any such meeting. | As to omission to give notice |
| 69. | Five members present in person shall be a quorum for a General meeting. A corporation being a member shall be deemed to be personally present if it is represented, in accordance with Section 187 of the Act. The President of India or Governor of a State shall be deemed to be personally present if he is represented in accordance with Section 187A of the Act. | Quorum at General Meeting |
| 70. | If, at the expiration of half an hours from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon the requisition of members shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next succeeding week which is not a public holiday at the same time and place or to such other day and such other time and place as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour, from the time, appointed for holding the meeting, the members present shall be a quorum and may transact the business for which the meeting was called. | If quorum not present meeting to stand dissolved or adjourned |
| 71. | The Chairman (if any) of the Board shall be entitled to take the chair at every General Meeting, whether annual or extraordinary. If there be no such Chairman of the Directors or if at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting or shall decline to take the chair then any other Director present shall elect another Director as Chairman and if no Director be present or if all the Directors present decline to take the chair, then the members present shall elect one of their members to be Chairman. | Chairman of General Meeting |

Election of Chairman	72. The election of the Chairman, if necessary, shall be carried out in accordance with Section 175 of the act.
Business continued to election of Chairman whilst chair vacant	73. No business shall be discussed at any General Meeting except election of a Chairman while the chair is vacant.
Chairman with consent may adjourn meeting	74. The Chairman with the consent of the meeting may and shall if so directed by the meeting adjourn any meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Subject to the provisions of the Act, it shall not be necessary to give any notice of an adjournment or of the date, the time or the place of the adjourned meeting or of the business to be transacted thereat.
Questions at general meeting how to decide	75. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) ordered by the Chairman or demanded by atleast five members having the right to vote on the resolution and present in person or by proxy or by an member or members present in person or by proxy and holding shares in the Company conferring a right to vote on the resolution being shares on which an aggregate sum has been paid-up which is not less than amount of the total sum paid-up on all the shares conferring that right and unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands, been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minutes book of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes, recorded in favour of or against that resolution.
Chairman's casting vote	76. In the case of an equality of votes the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the vote or votes to which he may be entitled as a member.
Poll to be taken it demanded	77. If poll is demanded as aforesaid the same shall subject to Article 72 be taken at such time (not later than forty eight hours from the time when the demand was made) and place and either by open voting or by ballot as the Chairman shall direct and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the persons who made the demand.
Scrutineers at the Poll	78. Where a poll is to be taken, Chairman of the meeting shall appoint two scrutineers to scrutinies the votes given on the poll and to report thereon to him. One of the scrutineers so appointed shall always be a member (not being an officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from the office and fill vacancies in the office of scrutineer from the office and fill vacancies in the office of scrutineer arising from such removal or from any other cause.
In what case poll taken without adjournment	79. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith.
Business to proceed notwithstanding demand of poll	80. The demand for a poll, except on the questions of the election of the Chairman and on adjournment, shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMEBRS

81. No members shall be entitled to vote either personally or by proxy for another member at any General Meeting of a class of shareholders either upon a show of hands or upon poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the company has any right of lien and has exercised the same. Members in arrear not to vote
82. (a) On a show of hands, every holder of equity shares entitled to vote and present in person or by proxy shall have one vote and on a poll the voting right of every holder of equity share whether present in person or by proxy, shall be in proportion to his share of the paid up equity capital of the Company. Voting rights of members
- (b) The voting rights of the holders or redeemable cumulative preference shares shall be in accordance with Section 87 of Companies Act, 1956.
83. On a poll taken at a meeting of the Company, a member entitled to more than one vote, or his proxy, or other person entitled to vote for him, as the case may be, need not, if he votes, use all of his votes or cast in the same way all the votes he use. Casting of votes by a member entitled to more than one vote
84. 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 shares shall be cast by his guardian or any vote of his guardians, if more than one. How members non-composments and minor to vote
85. (1) Subject to the provisions of these Articles votes may be given either personally or by proxy. A corporation being a member may vote by representative duly authorised in accordance with Section 187 of the Act, and such representative shall be entitled to speak, demand a poll, vote, appoint a proxy and in all other respects exercise the rights of a member and shall be reckoned as a member for all purposes. Voting in person or by proxy
- (2) Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a corporation under the common seal of such corporation, or the hand of its officer or an attorney, duly authorised by it and any committee or guardian may appoint such proxy. The proxy, so appointed shall not have any right to speak at the meetings. Appointment of proxy
- (3) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the office not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instruments of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution. Deposit of instrument of appointment
- (4) Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in either the forms set out in Schedule IX of the Act. Form of proxy

Validity of vote given by proxy notwithstanding death of member	(5)	A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or of any power of attorney under which such proxy was signed, or the transfer of share in respect of which the vote is given provided that no intimation in writing of the death, revocation or transfer shall have been received at the office before the meeting.
Time for objections to vote	86	(1) No objection shall be made to the validity of any vote, except at meeting or poll at which such vote shall be tendered, and every vote, whether given personally or by proxy, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll.
Chairman of any meeting to be the judge of validity of any vote	(2)	The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
Minutes of general meeting and inspection member thereof	87.	Subject to the provisions of Section 193 of the Act, the Company shall cause to be kept minutes of all proceedings of general meetings which shall contain a fair and correct summary of the proceedings there at and a book containing such minutes shall be kept at the registered office of the Company and shall be open during business hours, for such periods not being less in the aggregate than two hours, in each day, as the directors may determine for the inspection of any member without charge. The minutes aforesaid shall be kept by making within thirty days of the conclusion of every such meeting concerned entries thereof in the said book which shall have its pages consecutively numbered. Each page of the book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of the Chairman to sign as aforesaid within that period, by a director duly authorised by the Board for that purpose. In no case shall the minutes be attached to any such book by pasting or otherwise.

DIRECTORS

Number of Directors	88.	Subject to section 252 and 259 of the Act, the number of Directors shall not be less than three or more than twelve including nominee Directors.
First Directors	89.	The first Directors of the Company are : <ol style="list-style-type: none"> 1. Shri Ashok Kumar Gupta 2. Smt. Santosh Sagar Gutpa 3. Smt. Tara Sagar Gupta 4. Shri Pawan Kumar Modi 5. Shri Ashok Kumar Modi 6. Shri Harbans Lal Khullar 7. Shri Amardeep Khullar
Appointment of alternate directors	90.	Subject to Section 313 of the Act, the Board of Directors of the Company may appoint an alternate director to act for a director (hereinafter in this Article called "the original director") during the absence for a period of not less than three months from the state in which the meetings of the Board are ordinarily held.
Directors may fill up vacancies	91.	The Directors shall have power, at any time and from time to time, appoint any qualified person to be a director to fill a casual vacancy. Such casual

vacancy shall be filled by the Board of Directors at a meeting of the Board. Any person so appointed shall hold office only upto the date which the director in whose place he is appointed have held office, if it had not been vacated as aforesaid but he shall then be eligible for re-election.

92. The Board of Directors also have power, at any time and from time to time, to appoint any other qualified person to be additional director as an addition to the Board so that the total number of directors shall not at any time exceed maximum fixed in these Articles. Any person so appointed as an addition to the Board shall retain his office only upto the date of the next Annual General Meeting, but shall be eligible for re-election at such meeting. Additional Directors
93. The company may agree with any financial institution, company or any other authority, person, state or institution that in consideration of any loan or financial assistance of any kind whatsoever which may be rendered by it, it shall have power to nominate such number of director on the Board of Director of the Company as may be agreed and from time to time, remove and re-appoint them and to fill in vacancy caused by such directors otherwise ceasing to hold office. Such nominated directors shall not be required to hold any qualification shares and shall not be liable to retire by rotation. The director appointed under this Article is hereinafter referred to as "Institutional Director". Power to the financial institutions to nominate Directors on the Board and debenture Directors
94. Any Trust Deed for securing debentures or debenture-stock may, if so arranged, provide for the appointment from time to time by the trustees thereof or by the holders of the debentures or debenture-stock, of some person to be a director of the Company and may empower such trustees or holders of debentures or debenture-stock, from time to time remove any director so appointed. A director appointed under this article is herein referred to as a "Debenture Director" and the term "Debenture Director" means a Director for the time being in office under this Article, Debenture director shall not be liable to retire by rotation or be removed by the Company. The trust deed may contain such ancillary provisions as may be arranged between the Company and the trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained but however, he shall be counted in determining the number of retiring directors. Debenture Directors
95. No share qualifications will be necessary for being appointed as or holding the office of a director of the Company. Qualification of Directors
96. Subject to the provisions of Section 198, 309, 310 or 311 of the Act, the remuneration payable to the directors of Company may be is hereinafter provided. The remuneration of each director for attending the meeting of the Board or Committee thereof shall be such sum being not less than Rs. 250/- (Rupees two hundred fifty) or more than Rs. 1000/- (Rupees one thousand) based on the paid up capital of the Company from time to time as given below: Remuneration of Directors

Paid up Capital (Rs.)	Maximum sitting fee (Rs.)
Upto Rs. 50.00 (Fifty) Lacs	Rs. 250/- (Rupees two hundred fifty)
More than Rs. 50.00 (Fifty) Lacs and upto Rs.5.00 (Five) Crores	Rs. 500 (Rupees Five hundred)
More than 5.00 (Five) Crores and upto Rs. 10.00 (Ten) Crores	Rs. 750/- (Rupees Seven hundred fifty)
Above Rs. 10.00 (Ten) Crores	Rs. 1000/- (Rupees One thousand)

as may, from time to time, be fixed by the Board for each such meeting of the Board or Committee thereof attended by him. Subject to the provisions of the Act, the directors shall be paid such further remuneration (if any) as the Company in General Meeting shall, from time to time, determine and such additional remuneration shall be divided among the directors in such proportion and manners the Board may, from time to time, determine and, in default of such determination shall be divided among the directors equally.

Directors not a resident of the place of the registered office of the Company to be paid travelling expenses

97. The Directors may, subject to limitation provided by the Act, allow and pay to any Directors who is not a resident of the place where the Registered office for the time being of the Company is situated or where the meeting of the Board is held and who shall come to place for the purpose of attending a meeting of the Board or Committee thereof such sum as the directors may consider fair compensation for travelling expenses, in addition to his fees for attending such meeting as above specified.

Special remuneration of Director performing extra services

98. Subject to the provisions of the Act and these Articles, if any directors be called upon to perform extra service or special exertions or efforts (which expression shall include work done by a director as a member of any committee formed by the directors) the Board may arrange with such director for such special remuneration for such extra services or special exertions or efforts by way of a fixed sum or otherwise and which may be either in addition to or in substitution for his remuneration above provided.

Directors may not notwithstanding vacancy

99. The continuing directors may act notwithstanding any vacancy in their body but so that if the number falls below the minimum number fixed the directors shall not except in emergencies or for the purpose of filling up vacancies or for summoning general meeting of the Company act as long as number is below the minimum.

Office of directors to be vacated

100. The office of a Director shall ipso facto be vacated on happening of any of the event provided for in Section 283 of Act.

Conditions under which directors may contract with company

101. Subject to the provisions of section 297 of the Act, a director, shall not be disqualified from contracting with the company either as vendor purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company nor shall any such contract or arrangement entered into by or on behalf of the company with a relative of such director or a firm in which such director or relative is a partner or with any other partner is such firm or director be avoided nor shall the director so contracting or being such member or so interested be liable to account to the company for any profit realised by any such contract or arrangement by reason of such director holding office or of the fiduciary relation thereby established.

Disclosure of interest

102. Every director who is in any whether directly or indirectly concerned or interested in a contract or arrangement entered into or to be entered into by or on behalf of the Company shall disclose the nature of his concern or interest at a meeting of the Board as required by Section 299 of the Act. A general notice renewable in last month of each financial year of the Company as provide for in Section 299, (2) (b) of the Act, that director is a member of any specified firm and is to be regards as concerned or interested in any subsequent contract or arrangement with that body corporate or firm shall be sufficient disclosure of the concern or interest in relation to any contract or arrangement so made and after such general notice, it shall not be necessary to give special notice relating to any particular contract or arrangement with such body corporate or the firm provided that such general notice is given at

a meeting of the Board of Directors or the director concerned takes reasonable steps to ensure that it is brought up and read at the first meeting of the Board after it is given. Provided that this Article will not apply to any contract or arrangement entered into or to be entered into between the Company and any other company where any of the directors of the Company or two or more of them together holds or hold not more than 2% (Two percent) of the paid up share capital in the other company.

103. A director of the company may be or become a director of any company promoted by the Company or in which he may be interested as vendor, member or otherwise and no such director may be accountable for any benefit received as director or member of such company. Retention of benefit from associated company
104. Subject to provisions of Section 300 of the Act, no director shall as a director take part in the discussions of or vote at any contract or arrangement in which he is in any way whether directly or indirectly concerned or interested nor shall his presence be count for the purpose of forming a quorum at the time of such discussion or vote. This prohibition shall not apply to the exceptions provide for in Section 300 of the Act. Interested director not to participate or vote in the proceedings of the Board
105. Except as otherwise provided by these articles all the directors of the Company shall have in all matters equal rights and privileges and be subject to equal obligations and duties in respect of the affairs of the Company. Rights of Directors

ROTATION OF DIRECTORS

106. At the first annual general meeting of the Company, all the directors (except those who are not liable to retire by rotation) and at the annual general meeting of the Company in every subsequent year one-third of such of the directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three the number nearest to one-third shall retire from office. Retirement and rotation of director
107. Subject to section 256 of the Act, the Directors to retire by rotation under the last preceding Article at every annual general meeting shall be those who have been longest in office since their last appointment, but as between persons who became directors on the same day, those who are to retire shall in default of and subject to any agreement among themselves, be determined by lot. Ascertainment of directors retiring by rotation and filling of vacancies
108. A retiring director shall be eligible for re-election. Eligibility for re-election
109. Subject to provisions of the Act, the Company at the General Meeting at which a director retires in manner aforesaid may fill up the vacated office by electing a person thereto. Company to appoint successors
110. (a) If the place of the retiring director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place. Provision in default of appointment
- (b) If at the adjourned meeting also, the place of the retiring director is not filled up and that meeting also has not expressly resolved not to be fill the vacancy, the retiring director shall be deemed to have been re-appointed at the adjourned meeting unless.

- (i) At that meeting or at the previous meeting resolution for the re-appointment of such director has been put to the meeting and lost, or
 - (ii) The retiring director has, by a notice in writing addressed to the Company or the Board, expressed his unwillingness to be so re-appointed; or
 - (iii) He is not qualified for appointment; or
 - (iv) A resolution whether special or ordinary is required for the appointment or re-appointment by virtue of any provisions of the Act; or
 - (v) The proviso to sub-section (2) of the Section 263 of the Act is applicable to the case.
- Increasing and reducing the number of Directors
111. Subject to the provisions of Sections 255, 258 and 259 of the Act, the Company may, by ordinary resolution, from time to time, increase or reduce the number of directors and may alter their qualifications and the company may (subject to the provisions of Section 284 of the Act) remove any director before the expiration of his period of office and appoint another qualified person in his stead. The person so appointed shall hold office during such time as the director in whose place he is appointed would have held the same if he had not been so removed.
- Notice of candidature for office of director except in certain case
112. (a) No person, not being a retiring director, shall be eligible for election to the office of director at any General Meeting unless he or some other member intending to propose him has at least fourteen clear days before the meeting, left at the office a notice in writing under his hand signifying his candidature for the office of director or the intention of such member to propose him as a candidate for that office and he or the propose has deposited with the Company Rs. 500/- (Rs. Five hundred) as a security alongwith the notice as required under section 257 of the Companies Act, 1956.
- (b) On the receipt of the notice referred to in Clause (a) of this Article the Company shall inform its members of the candidature of a person for the office of director or the intention of a member to propose such person as a candidate for the office. by serving individual notice on the members not less than seven days before the meeting provided that it shall not be necessary for the Company to serve individual notice upon the member if the Company advertises such candidature or intention not less than seven days before the meeting in at least two newspapers circulating in the district in which the registered office of the Company is situated of which one is published in the English language and the other in the regional language.
- Disclosure by Director of Appointment to any other body corporate
113. (a) Every director (including a person deemed to be a director by virtue of the explanations of sub-section (1) of section 303 of the Act), Managing Director, Manager or Secretary of the Company shall, within twenty days of his appointment to or as the case may be relinquishment of any of the above office in any other body corporate disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under sub-section (i) of Section 303 of the Act.

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

PROCEEDING OF DIRECTORS

- | | | |
|----------|---|--|
| 114. (1) | Subject to the provisions of Section 285 of the Act, the Board of Directors may meet for the despatch of business, adjourn and otherwise regulate its meeting it thinks fit. | Meeting of directors |
| (2) | Subject to Section 287 of the Act, the quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one-third bring rounded off as one), or two directors, whichever is higher provided that where at any time the number of interested directors exceeds or is equal to two-thirds of the total strength the number of the remaining directors, that is to say, the number of directors who are not interested shall be the quorum during such time provided such number is not less than two. | Quorum |
| 115. | If a meeting of the Board could not be held for want of quorum, then the meeting shall stand adjourned to such other time, date and place as may be fixed by the directors present not being later than fifteen days from the date originally fixed for the meeting. | Adjournment of meeting for want of quorum |
| 116. | The Chairman, if any, or the Managing Director of his own motion or the Secretary of the Company shall upon the request in writing of two directors of the company or if directed by the Managing Director or Chairman, if any, convene a meeting of the Board by giving a notice in writing to every director for time being in India and at his usual address in India to every other director. | When meeting to be convened |
| 117. | The directors may, from time to time, elect from among their number, a Chairman of the Board and determine the period for which he is to hold office. If at meeting of the Board the Chairman is not present within fifteen minutes after the appointed for holding the same, the directors present may elect one of their members to be Chairman of the meeting. | Chairman |
| 118. | Question arising at any meeting of the Board shall be decided by a majority of votes and in case an equality of votes, the Chairman shall have a second or casting vote. | Questions at Board Meetings; how decided |
| 119. | A meeting of the Board for the time being at which quorum is present shall be competent to exercise all or any of the authorities powers and discretions which by or under the Act or the Articles of the Company are for time being vested in or exercisable by the Board generally. | Powers of Board meeting |
| 120. | Subject to the restrictions contained in Section 292 and 293 of the Act, the Board may delegate any of their powers to a committee of directors consisting of such director or directors or one or more directors and a member or members of the Company as it thinks fit or to the Managing Directors, the Manager or any other principal officer of the company or a branch office or to one or more of them together and it may from time to time revoke and incharge any such Committee of the Board either wholly or in part and either as to persons or purposes but every Committee of the Board, so formed in the | Directors committees may appoint any delegates its power |

exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purpose of their appointment but not otherwise, shall have the like force and effect as if done by the Board provided that such delegation shall not be in respect of matters enumerated in sub-clauses (a), (b), (c), (d) or (e) of Clause (l) (as modified by explanations II thereof) of Section 292 of the Act save and except that the said powers may be delegated only to the extent permitted by and subject to restrictions and limitations contained in clause (2), (3) and (4) of Section 292 of the Act.

Meeting of committee how to be governed

121. The meetings and proceedings of any such committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the directors so far as the same applicable thereof and are not superceded by any regulations made by the directors under the last preceding article.

Resolution by Circulation

122. A resolution shall be deemed to have been duly passed by the Board or a Committee thereof by circulation, if the resolution has been circulated in draft, together with the necessary papers, if any, to all the directors or to all the members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Board or Committee as the case may be) and to all other directors or members of the Committee at their address in India and has been approved by such Directors or members of the Committee as are then in India or by a majority of such of them as are entitled to vote on the resolution.

Acts of Board of Committee valid notwithstanding invalid appointment

123. All acts done by any meeting of the Board or by a Committee of the Board or by any person acting as a director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such director or persons acting as aforesaid or that they or any of them were disqualified or had vacated office or that the appointment of any of them has been terminated by virtue of any provisions contained in the Act or in these Articles be as valid as if every such person has been duly appointed and was qualified to be a director and had not vacated his office or his appointment had been terminated provided that nothing in this Article shall be deemed to give validity to acts done by a director after his appointment has been shown to the Company to be invalid or to have terminated.

Minute of proceeding of directors and committee to be kept

124. The Company shall cause minutes to be duly entered in a book or books provided for the purpose:

- (i) Of the name of the Directors present at such meeting of the Board, and of any committee of the Board;
- (ii) Of all orders made by the Board and Committee of Board;
- (iii) Of all resolution and proceedings of the meetings of the Board and Committees of the Board; and
- (iv) In the case of each resolution passed at a meeting of the Board or Committee of the Board the name of those directors, if any, dissenting from or not concurring in the resolution. Every such book shall be maintained and the minutes entered therein and signed in the manner laid down by Section 193 of the Act and the minutes so entered and signed shall be received as conclusive evidence of the proceeding recorded therein.

POWERS OF THE BOARD

125. Subject to the provisions of the Act, the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers and to do all such acts and things the Company is authorized to exercise provided that the Board shall not exercise any power to do any act or thing which is directed or otherwise required whether by the Act or in other statute or by the Memorandum of Association of the Company or by these Articles or otherwise to be exercised or done by the Company in General meeting provided further that in exercising any such power or doing any such act or thing, the Board shall be subject to the provision in that behalf contained in the Act or any, other Act or in the Memorandum of Association of the Company or these Articles or any regulations not inconsistent therewith and duly made thereunder including regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if those regulations had not been made. Powers of the Board
126. Without prejudice to the general powers conferred by the last preceding Articles and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by the Articles, but subject to the restrictions contained in the last preceding Article, it is hereby declared that the directors shall have the following powers, that is to say power:- Further powers of the Board
- (1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the company.
 - (2) To pay and charge to the capital account of the company any commission or interest lawfully payable, under the provisions of Section 76 and 208 of the Act.
 - (3) Subject to Section 292, 297 and 360 of the Act, to purchase or otherwise acquire for the Company property rights or privileges which the company is authorized to acquire at or for such price or consideration and on such terms and conditions as they may think fit and in any such purchase or other acquisition to accept such title as the director may believe or may be advised to be reasonably satisfactory.
 - (4) At their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services rendered to the Company either wholly or partly in shares, bonds, debentures, mortgages or other securities of the Company and any such shares may be issued either as fully as paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds, debentures, mortgages, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
 - (5) To secure the fulfillment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit.
 - (6) To accept from any member, so far as may be permissible by law, surrender of his shares or any part thereof, on such terms and conditions as shall be agreed.
 - (7) To appoint any person to accept and hold in trust for the Company any property belonging the Company or in which it is interested or any other

purposes and to execute and do all such deeds and things as may be required in relation to any such trust and to provide for the remuneration of such trust and to provide for the remuneration of such trustees.

- (8) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company and to refer any differences to arbitration either according to Indian law or according to any foreign law and either in India or abroad, and observe, perform or challenge any award made thereon.
- (9) To act on behalf of the Company in all matters relating to bankrupts or insolvents.
- (10) To make and give receipts, release and other discharges for moneys payable to the Company and for the claims and demands of the Company.
- (11) Subject to the provisions of Section 292, 293, 295, 370, 372 and 373 of the Act, to invest and deal with any moneys of the Company, upon such security (not being shares of this company), or without security and in such manner as they may think fit and from time to time to vary or realise such investments. Save as provided in Section 49 of the Act, all investment shall be made and held in the company's own name.
- (12) To execute in the name and on behalf of the Company in favour of any director or other person who may incur or be about to incur any personal liability whether as principal or surety for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements shall be agreed upon.
- (13) To determine from time to time, who shall be entitled to sign, on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, release, contracts and documents and to give the necessary authority for such purpose.
- (14) To distribute by way of bonus amongst the staff of the company, a share in the profits of the company and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the Company.
- (15) To provide for the welfare of director ex-directors or employees or ex-employees of the Company and the wives, widows and families or the dependants or connection of such persons by building or contributing to the building of houses, dwelling or chawla or by grants of money, pension, gratuities, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to provident and other association, institutions, funds or trusts and by providing or subscribing or contributing towards places or interest and recreation, hospital and dispensaries, medical and other attendance and other assistance, subject to the limits laid down by Section 293 and 293-A of the Act as the Board shall think fit and subject to provisions of the Act to subscribe

or contribute or otherwise to assist or to guarantee moneys to charitable, benevolent, religious, scientific, national or other institutions, bodies and objects which shall have any moral or other claim to support or and by the company, either by reason of locality of operation or of public and general utility or otherwise.

- (16) Subject to the provisions of the Act, to appoint and at their discretion, remove or suspend such general managers, managers, secretaries, assistants supervisors scientists, technicians, engineers, consultants legal, medical or economic advisers, research workers, labourers clerks, agents and servants for permanent, temporary or special services as they may, from time to time, think fit and to determine their power and duties and fix their salaries or emoluments or remuneration and to require security in such instances and of such amount as they may think fit and from time to time, to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think.
- (17) To comply with the requirements of any local law which in their opinion it shall, in the interest of the Company, by necessary or expedient to comply with.
- (18) From time to time and at any time, to establish any local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any person to be members of such local Board and to fix their remuneration.
- (19) Subject to Section 292 and 293 of the Act, from time to time and at any time, to delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board and to authorise the member for the time being of any such local Board or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Board thinks fit and may at any time remove any person so appointed and may annul or vary such delegation.
- (20) At any time and from time to time by power of attorney under the seal of the Company, to appoint any person or persons to be the attorney of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may, from time to time, think fit and any such appointment may (if the Board think fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any company or the shareholders, directors, director nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board may think fit and may contain powers enabling any such delegate or attorneys as aforesaid to suodelegate all or any of the powers, authorities and discretions for the time being vested in them.

- (21) Subject to Section 294, 294AA, 297 and 300 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.
- (22) Subject to Section 293 of the Act, to sell, lease or otherwise dispose of any of the properties or undertakings of Company.
- (23) Subject to the provisions of Companies Act, 1956, the Board may pay such remuneration to Chairman/Vice Chairman of the Board upon Such conditions as they think fit.

APPOINTMENT AND POWERS OF MANAGING DIRECTORS

127. (1) Subject to the provisions of the Act, the Board may appoint or reappoint one or more of their number as Managing Director or Managing Directors at such conditions as they think fit provided that the appointments or reappointment in any case not exceed five years.
- (2) A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, but he shall be reckoned as a Director for the purpose of fixing the number of Directors to retire, but (subject to the provisions of any contract between him and the Company) he shall be subject to the same provisions as to resignation and removal as the other Directors of the Company, and he shall, ipso facto and immediately, cease to be a Managing Director if he ceases to hold the office of Director from any clause.
- (3) Subject to the provisions of the Act and to the general supervision and control of the Board, any Managing Director or Managing Directors shall have the general direction, management and superintendent of the business of the Company with power to do all acts, matters and things deemed necessary, proper or expedient for carrying on the business and concerns of the Company including power to appoint, suspend and dismiss officers, staff and workmen of the Company, to make and sign all contracts and receipts and to draw, accept, endorse and negotiate on behalf of the Company all such Bills of Exchange, Promissory Notes, Hundies, Cheques, Drafts, Government Promissory Notes, or other Government papers and other instrument as shall be necessary, proper or expedient for carrying on the business of the Company and to operate on the Bank accounts of the Company and to represent the Company in all suits and all other legal proceeding and to engage Solicitors, Advocates and other Agents and to sign the necessary papers, documents and instruments of authority, to appoint agents or other attorneys and to delegate to them such power as the Managing Director or Managing Directors may deem fit and at pleasure, such powers to revoke and generally to exercise all such powers and authorities as are not by the Companies Act, 1956 for the time being in force or by these Articles expressly directed to be exercised by the Board of Directors or by the Company in General Meeting.
- (4) The Managing Director or Managing Directors shall not exercise the powers to :-
- (a) make calls on shareholders in respect of money unpaid on their shares in the Company.

- (b) issue debentures, and except to the extent mentioned in the resolution passed at the Board meeting under Section 292 and 293 of the Act, shall also not exercise the powers to-
 - (c) borrow moneys otherwise than on debentures
 - (d) invest the funds of the Company, and
 - (e) make loans,
- (5) The Company shall not appoint or employ, or continue the appointment of employment of a person as its Managing or whole-time Director who-
- (a) is an undischarged insolvent, or has at any time been adjudged an insolvent
 - (b) suspends, or at any time suspended, payment to his creditors, or makes, or has at any time made a composition with them; or
 - (c) is, or has at any time been convicted by a Court of an offence involving moral turpitude.

128. Subject to the provisions of Section 309, 310 and 311 of the Act, a Managing Director shall in addition to any remuneration that might be payable to him as a Director of the Company under these Articles, receive such remuneration as may, from time to time, be approved by the Company.

Remuneration of Managing Director

129. Subject to the provisions of the Act and in particular to the prohibitions and restrictions contained in Section 292 thereof the Board may, from time to time, entrust to and confer upon the Managing Director or Managing Directors for the time being such of the powers exercisable under these presents by Directors as they may think fit and may confer such power for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think fit; and they may confer such powers, either collaterally with, or to the exclusion of, and in substitution for all or any of the power of the director in that behalf and may from time to time revoke withdraw, alter or vary all or any of such powers.

Power of Managing Director

130. Subject to the provisions of the Act, the Managing Director or Managing Directors shall not, while he or they continue to hold that office, be subject to retirement by rotation in accordance with these Article, but he shall be counted in determining the number of retiring directors.

Special position of Managing Director

COMMON SEAL

131. The Board shall provide a common seal for the purpose of the Company and shall have powers, from time, destroy the same and substitute a new seal in lieu thereof and the Board shall provide for the safe custody of the seal for the time being and the seal shall never be used except by the authority of the Board or a Committee of the Board previously given and in the presence of director of the Company or some other person appointed by the directors for the purpose.

The Seal, its custody and use

The Company shall also be at liberty to have an official Seal in accordance with Section 50 of the Act for use in any territory, district or place outside India.

132. Every Deed or other instruments to which the Seal of the Company is required to be affixed shall unless the same is executed by a duly constituted attorney be signed by one director and the secretary or some other person appointed by the Board for the purpose, provided .nevertheless that certificate of shares

Affixing of common Seal

may be sealed in accordance with the provisions of the Companies (Issue of Share Certificates) Rules, 1960 or the statutory modification or re-enactment thereof for the time being in force.

DIVIDENDS

- | | |
|---|--|
| How profits shall be divisible | 133. Subject to the right of member entitled to shares (if any) with preferential or special rights attached thereto the profits of the Company which shall, from time to time, be determined to be divided in respect of any year or other period shall be applied in the payment of a dividend on the equity shares of the Company but so that a partly paid-up share shall only entitle the holder with respect thereto to such proportion of the distribution upon a fully paid-up share as the amount paid thereon bears to the nominal amount of such share and so that where capital is paid-up in advance of call upon the footing that the same shall carry interest such capital shall not, whilst carrying interest confer a right to participate in profits. |
| Declaration of dividends | 134. The company in General Meeting may declare a dividend to be paid to the members according to the rights and interest in the profits and may fix the time for payment.

135. No large dividend shall be declared than is recommended by Directors but the Company in general meeting may declare a smaller, dividend.

136. No dividend shall be payable except out of the profits of the Company of the year or any other undistributed profits. |
| Ascertainment of amount available for dividend | 137. Where any assets, business or property is bought by the Company as from a date upon the terms that the Company shall as from that date take the profits and bear the losses thereof such profit and losses as the case may be shall, at the direction of the Directors, be so credited or debited wholly or in part to the Profits and Loss Account and in that case the amounts so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company and available for dividend accordingly. If any shares or securities are purchased with dividend or interest when paid may at the discretion of the directors be treated as revenue and it shall not be obligatory to capitalise the same or any part thereof. |
| What to be deemed net profits | 138. The amount of the net profits of the company as shown in audited annual Account shall be conclusive |
| Interim dividends | 139. The Directors may, from time to time, pay to the members such interim dividends as in their judgement the position of the Company justifies. |
| Debts may be reduced | 140. Subject to Section 205A of the Act, the Director may retain dividends on which the Company has lien and may apply the same in or towards satisfaction of the debts liabilities or engagements in respect of which the lien exists. |
| No member to receive dividend whilst indebted to the Company and right to reimbursement thereof | 141. No member shall be entitled to receive payment of any interest or dividend in respect of his share or shares. whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever, either alone or jointly with any other person or persons and the Board may deduct from the interest or dividend payable to any member all sums of money so due to the Company. |

142. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer and pending registration of transfer the dividend shall be dealt with as required under section 205A of the Companies Act, 1956. Transfer of shares must be registered
- 143 (1) Unless otherwise directed any dividend may be paid by cheque or warrant or by a pay slip or receipt having the force of a cheque or warrant, sent through the post to the registered address of the member or person entitled or in case of jointholders to that one of them first named in the Register of Members in respect of the jointholding. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall on receipt lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay slip or receipt or the fraudulent recovery of the dividend holders of any shares. any one of them can give effectual receipt for any dividends or other moneys payable in respect thereof. The Company shall comply with the provision of Section 205-A of the Act and rules made thereunder in respect of any unclaimed or unpaid-dividend'. Dividends; how remitted
- 143 (2) Where the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted within 42 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 42 days, open a special account in that behalf in any scheduled bank called 'Unpaid Dividend of National General Industries Limited' and transfer to the said account, the total amount of dividend which remains unpaid or in relation to which on dividend warrant has been posted. Unpaid or Unclaimed Dividend
- Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of three years from the date of such transfer, shall be transferred by the company to the general revenue account of the Central Government. A claim to any money so transferred to the general revenue account may be preferred to the Central Government by the shareholders to whom the money is due.
- No unclaim or unpaid dividend shall be forfeited by the Board.

CAPITALISATION

144. Any General Meeting may resolve that any money investments or other assets forming part of the undivided profits of the Company standing to the credit of any reserve or reserves or any capital redemption reserve fund or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the share premium account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full any unissued shares, of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum provided that any sum standing to the credit of a share premium account or a capital redemption reserve fund may for the purpose of this Article only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares. Capitalisation of reserves

- Surplus Money 145. A general meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company or any investment representing the same or any other undistributed profits of the Company not subject to charge for income tax, be distributed among the members on the footing that they receive the same as capital.
- Fractional certificates 146. For the purpose of giving effect to any resolution under the preceding two Articles the Board may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates.

ACCOUNTS

- Books of account to be kept 147. The directors shall cause to be kept proper books of accounts on accrual basis and according to double entry system of accounting as required under Section 209 of the Act with respect to :-
- (a) all sums of money received and expended by the Company and the matter in respect of which the receipt and expenditure take place;
 - (b) all sales and purchases of goods by the company;
 - (c) the assets and liabilities of the company.
- Where to be kept 148. The books of accounts shall be kept at the office or subject to the provisions to Section 209 of the Act at such other place as the directors think fit and shall be open to inspection by the directors during the business hours.
- Inspection by members 149. The directors shall, from time to time, determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members not being directors and no member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the directors.
- Statement of accounts to be furnished to General Meeting 150. The director shall, from time to time, in accordance with Sections 210, 211, 212, 215, 216 and 217 of the Act cause to be prepared and to be laid before the Company in Annual General Meeting such Profit and Loss Accounts, Balance Sheet and reports as are referred to in those Sections.
- Accounts to be sent to each member 151. A copy of every such Profit and Loss Account and Balance Sheet (including the Auditor's Report and every other document required by law to be annexed or attached to the Balance Sheet) shall, at least twenty one days before the meeting at which the same are to be laid before the members, be sent to the members of the Company, to holders of debentures issued by the bearer thereof to trustees for the holders of such debentures and to all persons entitled to receive notices of Annual General Meetings of the Company.

AUDIT

- Accounts to be audited 152. Auditors shall be appointed and their rights and duties regulated in accordance with Section 224 to 233 of the Act.
- Accounts when audited and approved to be conclusive except as to error discovered within three months 153. Every account of the Company when audited and approved by Annual General Meeting shall be conclusive except as regard any error discovered therein within three months next after the approval thereof. When any such error is

discovered within that period the accounts shall forthwith be corrected and henceforth shall be conclusive.

DOCUMENTS AND NOTICE

154. (1) A document or notice may be served or given by the Company on any member or an officer thereof either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any within India supplied by him to the Company for serving documents or notices on him. Service of documents or notices on members by the Company
- (2) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of a notice of meeting at the expiration of forty eight hours after the letter containing the document or notice is posted and in any other case, at the time at which the letter would be delivered in the ordinary course of post.
155. A document or notice advertised in a newspaper circulating in the neighbourhood of the office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has no registered address in India and has not supplied to the Company any address within India for the service of documents on him or the sending of notice to him. By advertisement
156. A document or notice may be served or given by the Company on or to the persons entitled to a share in through the post prepaid letter addressed to him by name or by the title of representative of the deceased or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the person claiming to be so entitled (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred. On personal representatives
157. Documents or notices of every General Meeting shall be served or given in same manner herein before authorised on or to (a) every member (b) every person entitled to a share in consequence of the death or insolvency of a member and (c) the auditor or auditors for the time being of the company. To whom documents or notices must be served or given
158. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which previously to his name and address being entered on the Register of Members, shall have been duly served on the person from whom he derives his title to such share. Members bounded by documents or notices served on or given to previous holders
159. Any document or notice to be served or given by the Company may be signed by a director or some person duly authorised by the Board for such purpose and the signature may be written, printed or lithographed. Document or notice by company and signature thereto

- Service of document or notice by member
160. All documents or notices to be served or given by members on or to the Company or any officer thereof shall be served or given by sending them to the Company or officer at the office by post under a certificate of posting or by registered posting or by leaving it at the office.

AUTHENTICATION OF DOCUMENTS

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

WINDING UP

- Liquidator may divide assets in specie
162. The liquidator on any winding-up (whether voluntary, under supervision, of the court or compulsory) may, with the sanction of a special resolution but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the Company and may with the like sanction, vest any part of the Company in trustees upon such trusts for the benefit of the contributories as the liquidators, with the like sanction, shall think fit.

INDEMNITY AND RESPONSIBILITY

- Indemnity
163. Subject of the provisions of Section 201 of the Act, every Director, manager, officer or servant of the Company or any person (whether an officer of the company or not) employed by the company as auditor shall be indemnified out of the funds of the Company against all claims and it shall be the duty of the directors to pay out of the funds of the Company all bonafide costs charges, losses and damages which any such persons may incur or become liable to, by reason of any contract entered into or act or thing done, about the execution or discharge of his duties or supposed duties except such if any, as he shall incur or sustain through or by his own willful act, neglect or default including expenses and in particular and so not to limit the generality of the foregoing provisions against all liabilities incurred by him as such Director, Manager, Officer or Auditor in defending any proceedings whether civil or criminals in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

- Individual responsibility
164. Subject to the provisions of the Act, no Director, Auditor or other Officer of the Company shall be liable for the act, receipts, neglects or defaults of any other Director or office or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of the title to any property acquired by order of the director for or on behalf of the Company or for the insufficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damages arising from the bankruptcy, insolvency or tortuous act of any person, firm or company, to or with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgement, omission, default or oversight on his part or for any other loss damage or misfortune whatever which shall happen in relation to the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.

SECRECY

165. No member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of any information respecting any detail or the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the Company and which in opinion of the Directors it would be inexpedient in the interest of the Company to disclose.

Secrecy

Names, addresses, description and occupations of each Subscribers	Signature of Subscribers	Signature of Witness and address, description and occupation
<p>Ashok Kumar Gupta S/o Late Sh. Dal Chand Gupta R/o W-66, Greater Kailash-II New Delhi (Business)</p>	<p>Sd/- (A. K. Gupta)</p>	<p>I witness the Signatures of the Subscribers</p> <p style="text-align: center;">Sd/- (Pankaj Goyal), ACA S/o Sh. Ram Goyal R/o D-2, Manohar Park, New Delhi - 110 026 Chartered Accountant</p>
<p>Santosh Sagar Gupta W/o Sh. Chander Sagar Gupta R/o 33-B, N.I.T. Faridabad Haryana (House Wife)</p>	<p>Sd/- (S.S. Gupta)</p>	
<p>Tara Sagar Gupta W/o Sh. Gyan Sagar R/o W-66, Greater Kailash-II New Delhi (House Wife)</p>	<p>Sd/- (T.S. Gupta)</p>	
<p>Pawan Kumar Modi S/o Late Shri. Jai Parkash Modi R/o C-61, Soami Nagar, Panchsheela Enclave, New Delhi (Business)</p>	<p>Sd/- (P.K. Modi)</p>	
<p>Ashok Kumar Modi S/o Late Shri. Jai Parkash Modi R/o C-61, Soami Nagar, Panchsheela Enclave, New Delhi (Business)</p>	<p>Sd/- (A.K. Modi)</p>	
<p>H. L. Khullar S/o Shri Amir Chand Khullar R/o House NO. 210, Ward No. 1 Mandi, Gobindgarh (Business Executive)</p>	<p>Sd/- (H L. Khullar)</p>	
<p>Amardeep Khullar S/o Shri H.L. Khullar R/o House NO. 210, Ward No. 1 Mandi, Gobindgarh (Business)</p>	<p>Sd/- (Amardeep Khullar)</p>	

Place : New Delhi
Dated : 30.12.1986

**IN THE JUDICATURE OF HIGH COURT OF DELHI AT
NEW DELHI
ORIGINAL COMPANY JURISDICTION**

Company Petition No. 318 of 2009
Connected With
Company Application No. 95 of 2009
In the matter of the Companies Act, 1956

AND

In the matter of an application under Section 391 to 394 of the Companies Act, 1956

AND

In the matter of Scheme of Amalgamation of:

Modi Metal Udyog Private Limited

A company incorporated under the Companies Act, 1956
and having its Registered office at 3rd Floor,
Surya Plaza, K-185/1, Sarai Julena,
New Friends Colony, New Delhi - 110025

Transferor Company

with

National General Industries Limited

A company incorporated under the Companies Act, 1956
having its Registered office at
3rd Floor, Surya Plaza, K-185/1, Sarai Julena,
New Friends Colony, New Delhi - 110025

Transferee Company

In The Matter Of

Modi Metal Udyog Private Limited

Petitioner/Transferor Company

With

National General Industries Limited

Petitioner/Transferee Company

MEMO OF PARTIES

Modi Metal Udyog Private Limited

A company incorporated under the
Companies Act, 1956

having its Registered office at
3rd Floor, Surya Plaza,
K-185/1, Sarai Julena,
New Friends Colony,
New Delhi – 110025

TRANSFEROR COMPANY

with

National General Industries Limited

A company incorporated under the
Companies Act, 1956

having its Registered office at
3rd Floor, Surya Plaza,
K-185/1, Sarai Julena,
New Friends Colony,
New Delhi – 110025

TRANSFEREE COMPANY

ATTESTED

Sd/-

Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act

**IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF
COMPANY PETITION NO.318/2009
CONNECTED WITH
COMPANY APPLICATION (M) NO.95/2009**

IN THE MATTER OF M/s MODI METAL UDYOG PVT. LTD.

having its Regd. Office at: 3rd Floor, Surya Plaza,
K-185/1, Sarai Julena, New Friends Colony,
New Delhi-110025

Petitioner / Transferor Company

WITH

IN THE MATTER OF M/s NATIONAL GENERAL INDUSTRIES LTD.

having its Regd. Office at: 3rd Floor, Surya Plaza,
K-185/1, Sarai Julena, New Friends Colony,
New Delhi-110025

Petitioner / Transferee Company

**BEFORE HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA
DATED THIS THE 26th DAY OF FEBRUARY, 2010**

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition came up for hearing on 26/02/2010 for sanction of Scheme of Amalgamation proposed to be made of M/s Modi Metal Udyog Pvt. Ltd. (hereinafter referred to as Transferor Company) with M/s National General Industries Ltd. (hereinafter referred to as Transferee Company). The Court examined the petition; the order dated 15/05/2009, passed in CA(M) 95/2009, whereby the requirement of convening and holding the meetings of the Equity Shareholders & Unsecured Creditors of the Transferor Company and Secured Creditors & Unsecured Creditors of the Transferee Company was dispensed with; and the meeting of the Equity Shareholders of the Transferee Company was ordered to be convened for the purpose of considering and if thought fit approving with or without modification, the Scheme of Amalgamation annexed to the affidavit of Sh. Vasu Modi, Director of the Petitioner Companies, filed on 13th day of May, 2009; there being on Secured Creditors of the Transferor Company; and the publication in the newspapers namely Statesman (English) and Jansatta (Hindi) dated 30/05/2009 containing the notice of the Petition; the affidavit of Mr. Ravinder Dutt Sharma, Chairperson filed on 21/07/2009 showing the publication and despatch of the notices convening the said meetings and also the report of the Chairperson as to the result of the said meeting.

The Court also examined the affidavit dated 26/10/2009 of Dr. Navrang Saini, Regional Director, Northern Region, Ministry of Corporate Affairs, Noida on behalf of Central Government submitting that there is no mention whether the petitioner companies have complied with the Accounting Standard-14 governed by the Companies (Accounting Standards) Rules, 2006 issued under the Act. It, therefore, prayed that the petitioner companies may be asked to furnish an undertaking that they shall comply with the accounting treatment as prescribed under Accounting Standard-14 i.e. 'Accounting for Amalgamation' governed by the Companies (Accounting Standards) Rule, 2006 issued the Act. In response thereto, the petitioner companies, in the affidavit dated 27th November, 2009 of Mr. Vasu Modi, Director of the petitioner companies, undertook to comply with the Accounting Standard-14 i.e. 'Accounting for Amalgamation' governed by the Companies (Accounting Standards) Rules, 2006 issued under the Act. The Court accepted the undertaking given by the petitioners and they shall remain bound by the same. In view thereof, the Court observed that the objection raised by the Regional Director did not survive.

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

The Regional Director further submitted that the shares of the Transferee Company are listed at the Bombay Stock Exchange and vide its letter dated 04/05/2009 they have given their "No Objection" with condition that the "the company vide its letter dated 15th December, 2008 has undertaken to lock-in 25% of the new shares to be issued to the Shareholders of Transferor Company i.e. 1,17,926 equity shares for a period of three years from the date of listing of new shares at BSE." It, therefore, prayed that the Transferee Company may be advised to comply with the conditions raised by the Bombay Stock Exchange. In response thereto, the Transferee Company, in the affidavit dated 27th November, 2009 of Mr. Vasu Modi, Director of the Transferee Company, undertook to comply with the directions of the Bombay Stock Exchange to keep 1,17,926 new equity shares under a lock-in period of three years from the date of listing at the Bombay Stock Exchange. The Court accepted the undertaking given by the petitioners and they shall remain bound by the same. In view thereof, the Court observed that the objection raised by the Regional Director did not survive.

Upon hearing Sh. Ashish Midha, Advocate for the Petitioners, Mr. Rajiv Bahl for the Official Liquidator and Mr. V. K. Gupta, Dy. Registrar of Companies in person; and in view of the approval of the Scheme of Amalgamation without any modification; by the Equity Shareholders & Unsecured Creditors of the Transferor Company and Secured Creditors & Unsecured Creditors of the Transferee Company; and in view of the affidavit of Sh. S. B. Gautam, Official Liquidator Filed on 08/12/2009 stating therein that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its Members or Creditors or to public interest; and there being no investigation proceedings pending in relation to the Petitioner Transferee Company Under Section 235 to 251 of the Companies Act, 1956,

THIS COURT DOETH HEREBY SANCTION THE SCHEME OF AMALGAMATION set forth in Schedule-1 annexed hereto and Doeth hereby declare the same to be binding on all the Shareholders & Creditors of the Transferor and Transferee Companies and all concerned and doeth approve the said Scheme of Amalgamation with effect from the appointed date i.e. 01/04/2008.

AND THIS COURT DOETH FURTHER ORDER:

1. That all the properly, rights and powers of the Transferor Company specified in first, second and third part of Schedule-II hereto and all other property, right and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
3. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
4. That the Transferee Company do without further application allot to such members of the Transferor Company as have not given such notice of dissent as is required by Clause 13.1.1 given in the Scheme of Amalgamation herein the shares in the Transferee Company to which they are entitled under the said Amalgamation; and
5. That the Transferor Company do within five weeks after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without undergoing the process of winding up and the Concerned Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly. It is also clarified that this order will not be construed as an order granting exemption from payment of stamp duty that in accordance with law; and
6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

SCHEME OF AMALGAMATION
OF
MODI METAL UDYOG PRIVATE LIMITED
(The Transferor Company)

WITH

NATIONAL GENERAL INDUSTRIES LIMITED
(The Transferee Company)

SCHEME OF AMALGAMATION
UNDER SECTION 391 TO 394 OF THE COMPANIES ACT, 1956
OF
MODI METAL UDYOG PRIVATE LIMITED
(The Transferor Company)
WITH
NATIONAL GENERAL INDUSTRIES LIMITED
(The Transferee Company)

PREAMBLE

WHEREAS

1. This Scheme of Amalgamation (hereinafter referred to as the "Scheme") provides for the merger of 'Modi Metal Udyog Private Limited' with 'National General Industries Limited' pursuant to Section 391 to 394 and other relevant provisions of the Companies Act, 1956.
 - 1.1 Modi Metal Udyog Private Limited (Transferor Company) is a company incorporated under the Companies Act, 1956 having its Registered office at 3rd Floor, Surya Plaza, K-185/1, Sarai Julena, New Friends Colony, New Delhi - 110025. The Transferor Company was incorporated on 15th day of September One Thousand Nine Hundred and Eighty Nine as M/s Minku Investment Leasing and Finance Private Limited. The name of the company was changed to M/s Modi Metal Udyog Private Limited vide Fresh Certificate of Incorporation consequent upon change of name dated 6th May, 2003. The main objects of the Company as amended from time to time have been set out in the Memorandum of Association of the Company.
 - 1.2 National General Industries Limited (Transferee Company) is a company incorporated under the Companies Act, 1956 having its Registered office at 3rd Floor, Surya Plaza, K-185/1, Sarai Julena, New Friends Colony, New Delhi - 110025. The Transferee Company was originally incorporated as National General Industries Private Limited and incorporated on 8th January, 1987. The name of the company was changed to National General Industries Limited on Thirtieth day of November One Thousand Nine Hundred and Ninety Three on becoming a public limited company. The Main objects of the Company as amended from time to time have been set out in the Memorandum of Association of the Company.

PART I - GENERAL

2. In this scheme, unless inconsistent with or repugnant to the subject or context, the following expressions shall have the meanings given to them below:

“**The said Act**” means the Companies Act, 1956 and shall include any statutory modification, re-enactment thereof given from time to time.

“**The Transferor Company**” means and includes:
Modi Metal Udyog Private Limited (Transferor Company), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office in the NCT of Delhi.

“**The Transferee Company**” means and includes:
National General Industries Limited (Transferee Company), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office in the NCT of Delhi.

“**The Appointed Date**” means 1st April, 2008 being the date with effect from which this scheme shall be applicable i.e. with effect from which the Transferor Company shall merge with the Transferee Company.

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

“The Effective Date/ Transfer Date” means the later of the dates on which certified copies of the Order(s) of the Hon’ble High Court at Delhi vesting the assets, properties, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company are filed with the Registrar of Companies, NCT of Delhi & Haryana, New Delhi, after obtaining the consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary therefore.

“Court” or **“The Court”** means the High Court of Delhi at New Delhi for the company Registered in the NCT of Delhi, which this Scheme of Amalgamation in its present form is to be submitted for sanctioning of the Scheme under Sections 391 to 394 of the Companies Act, 1956 and shall include the National Company Law Tribunal, if applicable.

“Opening Balance Sheet” means the Balance Sheet of the Transferee Company as on the Appointed Date prepared by consolidation of the Assets and Liabilities of the Transferor Company being taken over at book value for the purposes of Amalgamation.

“Undertakings” means and includes: -

- a) all the assets and properties (whether movable or immovable, tangible or intangible) of the Transferor Company as on the Appointed Date. (hereinafter referred to as “the said assets”)
- b) all the debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date (hereinafter referred to as “the said liabilities”)
- c) without prejudice to the generality of sub-clause (a) above, the undertakings of the Transferor Company shall include all the Transferor Company’ reserves, movable and immovable properties, assets, including lease hold rights, tenancy rights, industrial and other licenses, permits, authorizations, quota rights, trade marks, patents and other industrial and intellectual properties, investments in shares, debentures and other securities, sundry debtors, cash and bank balances, loans and advances, telephones, telex facsimile and other communication facilities and equipments, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals.

“Scheme” or **“The Scheme”** means this Scheme of Amalgamation pertaining to the amalgamation of the Transferor Company with the Transferee Company in its present form or with any modification(s) approved or imposed or directed by the Hon’ble High Court of Delhi.

PART II - SHARE CAPITAL

3.1 The position of Authorized, Issued, Subscribed and Paid-up Share Capital of M/s Modi Metal Udyog Private Limited (“Transferor Company”) as per the Audited Accounts for the financial year ended on 31st March, 2008 is as follows:

Particulars	Amount (in Rs.)
Authorised Share Capital: 6,00,000 Equity Shares of Rs. 100/- each	6,00,00,000
Issued and Subscribed and Paid up Share Capital: 5,20,565 Equity Shares of Rs. 100/- each	5,20,56,500

The paid up capital of the Transferor Company has been increased by allotment of 10000 equity shares of Rs 100/- each on 30.07.2008. Consequent upon such allotment, the paid up share capital of the Transferor company has become 5,30,565 equity shares of Rs. 100/- each amounting to Rs 5,30,56,500 (Rupees Five Crores Thirty Lacs Fifty Six Thousand Five Hundred only).

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

3.2 The position of Authorized, Issued, Subscribed and Paid-up Share Capital of National General Industries Limited ("Transferee Company) as per the Audited Accounts for the financial year ended on 31st March, 2008 is as follows:

Particulars	Amount (in Rs.)
Authorised Share Capital: 60,00,000 Equity Shares of Rs. 10/- each	6,00,00,000
Issued and Subscribed and Paid up Share Capital: 50,58,555 Equity Shares of Rs. 10/- each	5,05,85,550

PART III – TRANSFER OF THE UNDERTAKING:

4. Upon the coming into effect of this Scheme from the Appointed Date and pursuant to the provisions of the Act and subject to the provisions of this Scheme:
 - 4.1 All the 'Undertakings' of the Transferor Company shall, without any further act, instrument or deed, be and stand transferred to and vested in and / or be deemed to have been and stand transferred to and vested in the Transferee Company as a going concern so as to become the estate, assets, rights, title and interests and authorities of the Transferee Company PROVIDED ALWAYS that the scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security which shall after amalgamation has become effective or otherwise.
 - 4.2 All the said Liabilities shall, without any further act, instruments or deed, be and stand transferred to the Transferee Company pursuant to the applicable provisions of the said Act, so as to become as from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company.
 - 4.3 The borrowing limits of the Transferee Company in terms of Section 293(1)(d) of the said Act, shall without further act or deed stand enhanced by an amount being the aggregate liabilities of the Transferor Company which are being transferred to the Transferee Company pursuant to this Scheme and the Transferee Company is not required to pass any fresh resolution in this regard.
 - 4.4 Subject to Clause 11 of this Scheme, all loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
 - 4.5 Subject to Clause 11 of this Scheme, all estates, assets, rights, title, interests and authorization accrued to and/or acquired by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall have been deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, rights, title, interests and authorization of the Transferee Company.
 - 4.6 With effect from the appointed date, and subject to any corrections and adjustments as may, in the

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

opinion of the Board of Directors of the Transferee company be required, the reserves of the Transferor company will be amalgamated with those of the Transferee company in the same forms as they appeared in the financial statements of the Transferor Company.

- 4.7 The Transferee Company shall adjust the balance of the Profit & Loss Account of the Transferor Company against its Profit & Loss Account. The unabsorbed depreciation and business losses of the Transferor Company would be deemed to be the unabsorbed depreciation and business losses of the Transferee Company
- 4.8 In case of any differences in accounting policy between the Transferor Company & the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the Revenue Reserves mentioned earlier to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- 4.9 All assets and liabilities including reserves, of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of account of the Transferee Company at the book value as recorded in the Transferor Company' books of account.
- 4.10 The Transfer and vesting of the Undertakings of the Transferor Company under above mentioned Clause(s) and the continuance of the proceedings by the Transferee Company under Clause 10 hereof shall not affect any transactions or proceedings already concluded by the Transferor Company in the ordinary course of business on and after the Appointed Date to the end and intent that the Transferee Company accepts on behalf of itself all acts, deeds and things done executed and all transactions or Proceedings already concluded by the Transferor Company.
- 4.11 The Transferee Company shall make suitable alternations to its Memorandum and Articles of Association (if necessary) for proper implementation of this Scheme.
- 4.12 On the Scheme becoming effective, the Transferee Company shall be entitled to revise its income tax returns as also the income tax returns filed by the Transferor Company so far as is necessitated on account of the Scheme becoming effective with effect from 1st April, 2008 being the Appointed Date under the Scheme.

5. MAIN OBJECTS OF TRANSFEROR & TRANSFEE COMPANY:

TRANSFEROR COMPANY

(A) MODI METAL UDYOG PRIVATE LIMITED

5.1 Modi Metal Udyog Private Limited (Transferor Company) is a company incorporated under the Companies Act, 1956 having its registered office at 3rd Floor, Surya Plaza, K-185/1, Sarai Julena, New Friends Colony, New Delhi - 110025. The Transferor Company was incorporated on 15th day of September One Thousand Nine Hundred and Eighty Nine as M/s Minku Investment Leasing and Finance Private Limited. The name of the company was changed to M/s Modi Metal Udyog Private Limited vide Fresh Certificate of Incorporation consequent upon change of name dated 6th May, 2003. The Transferor Company is engaged, inter alia, in the following business-

5.1.1 To set up or to take on lease plants or factories of Rolling Mills, Furnaces, Furnace workshop or any other mill to carry on the business as manufacturers, processors, founders, moulders and casters, for carrying on business of forging, refining, smelting, fabricating, rolling, extruding, converting, reconditioning, assembling, machining, and finishing of all kinds of ferrous and non ferrous metals (both primary and secondary) such as iron and steel, aluminum, zinc, copper, lead, tin, silicon, nickel and their by products and alloys thereto.

5.1.2 To manufacture, deal in and import or export in longitude metal pipe and all kinds of metal tube through resistance welding process and other such process related thereto and other

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

sanitary structural steel tube, conduit tubes and such other allied products thereof through welding, galvanizing or fabrication of ferrous and non ferrous metal.

5.1.3 To manufacture, buy, sell, exchange, conduct and carry on the business relating to cutting, rolling, roughing, casting planning, fabricating, welding, extruding, switching, reducing, forging, pressing, drawing, machining, finishing, engineering or processing, smelting, converting, melting, fining, making, or finishing in any other manner of metals of ferrous and non-ferrous, alloys, iron and steels in any form.

5.1.4 To carry on business of sale and purchase of all items as commission agent consignment agent in connection with the business of the company as referred to in sub clause (1) to (3) above.

TRANSFeree COMPANY

(B) NATIONAL GENERAL INDUSTRIES LIMITED

5.2 National General Industries Limited (Transferee Company) is a company incorporated under the Companies Act, 1956 having its registered office at 3rd Floor, Surya Plaza, K-185/1, Sarai Julena, New Friends Colony, New Delhi - 110025. The Transferee Company was originally incorporated as National General Industries Private Limited and incorporated on 8th January, 1987 and the name of the company was changed to National General Industries Limited on Thirtieth day of November One Thousand Nine Hundred and Ninety Three on becoming a public limited company and is engaged, inter alia, in the following business-

5.2.1 (a) Take over:

National General Industries: To convert and takeover by dissolution of an as a going concern or otherwise the business under establishment for manufacturing and/or dealing in iron and steel and other products now carried on at Delhi and U.P. under the name and style of Messer's "National General Industries" and to take over all of the assets and liabilities of that business.

5.2.2 (b) To carry on the business of manufacturers, producers, processors, importers, exporters, buyers, sellers of and dealers in all kinds of iron and steel, allied products, by products and substitutes for all or any of them and to treat and utilize any waste arising from any such manufacture, production or process.

6. BENEFITS OF AMALGAMATION

6.1 The businesses of the Transferor Company and of the Transferee Company could be combined in such a manner so as to take up the activities, which relate to the business of the Transferee Company.

6.2 The proposed scheme will result in reduction in overheads and other expenses, reduction in administrative and procedural work, eliminate duplication of work, better and more productive utilization of various resources and will enable the undertakings concerned to effect internal economies and optimize productivity.

6.3 The proposed Scheme will result in formation of a larger Company enabling further growth and development of the businesses of the said company. The said Scheme will enable the undertakings and business of the said company to obtain greater facilities possessed and enjoyed by one large Company compared to a small company for raising capital, securing and conducting trade and business on favorable terms and other related benefits.

6.4 The Scheme will enable the Company concerned to rationalize and streamline their management, businesses and finances and lead to a better and more economic control, over the running and management of the businesses and undertakings of the said Company.

6.5 The businesses of the Transferor Company and the Transferee Company can be combined conveniently and advantageously and in general, the said businesses will be carried on more economically and profitably after the proposed amalgamation, under the proposed Scheme.

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

- 6.6 The proposed Scheme will contribute in furthering and fulfilling the objects of the company concerned and enabling the optimum growth and development of their combined business.
- 6.7 The proposed Scheme will thus have beneficial results for both the Companies and all concerned.

7. CONTRACTS, DEEDS, BONDS, OTHER INSTRUMENTS AND BENEFITS OR PRIVILEGES

- 7.1 Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, licenses, and other assurances in favor of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Company is a/are party or to the benefit of which the Transferor Company may be eligible, and instrument or deed, be in full force and effect against or in favor of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, at any time prior to the Effective Date, wherever necessary, enter into, and/or issue and/or execute deeds, writings, confirmations, any tripartite arrangements or notations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause. All the leases and tenancies made by the Transferor Company with respect to its land, plant and machinery etc. to the third party(ies) shall not be terminated by the fact that after the amalgamation between the transferor and transferee company, the transferee company has stepped into the shoes of the transferor company and no third party interests in such leases and tenancies shall be extinguished.
- 7.2 Any inter se contracts between the Transferor Company and the Transferee Company shall stand adjusted and vest in the Transferee Company upon the sanction of the Scheme and upon the Scheme becoming effective. The share capital in the Transferor Company held by the Transferee Company and vice-versa shall accordingly stand Cancelled.
- 7.3 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, notations, declarations, or other documents with, or in favor of any party to any contract or arrangement to which the Transferor is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.
- 7.4 All the licenses, permits, quotas, approvals, permissions, incentives, sales tax deferrals, loans, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued or which may accrue to the Transferor Company, shall, pursuant to the provisions of the Act, without any further act or deed, be transferred to and vested in and/or be deemed to have been transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date the licenses, permits, quotas, approvals, permissions, incentives, sales tax deferrals, loans, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law.
- 7.5 All benefits/refund/credits under Income Tax, Excise (including Modvat / Cenvat), Sales Tax (including deferment of Sales Tax), Value Added Tax and Service Tax etc. to which the Transferor Company are entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed. Further, the Transferee Company is also permitted to revise Tax Returns and related TDS Certificates.

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

8. OPERATIVE DATE OF THE SCHEME

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date.

9. TRANSFEROR COMPANY' STAFF, WORKMEN & EMPLOYEES

All the staff, workmen and other employees in the service of the Transferor Company as on the Effective Date, shall on and from the effective date become the staff, workmen and employees of the Transferee Company on the basis that: -

9.1 their service shall have been continuous and shall not have been interrupted by reason of the transfer of the Undertakings and that the terms and conditions of service applicable to the said staff, workmen or employees on the Effective Date as aforesaid shall not in any way be less favorable to them than those applicable to them immediately before the Effective Date; and

9.2 it is expressly provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund / Trust, if any, created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds/Trusts shall become those of the Transferee Company and all the rights, duties and benefits of the employees employed in Transferor Company under such Funds and Trusts shall be protected. It is further clarified that the services of the employees of the Transferor Company will also be treated as having been continuous for the purpose of the aforesaid Funds/Trusts.

10. LEGAL PROCEEDINGS

If any suit, writ petition, appeal, revision or other proceedings of whatever nature (hereinafter called "the Proceedings") by or against the Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertakings of the Transferor Company or of anything contained in the scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings for and on behalf of the Transferor Company.

11. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE

With effect from the Appointed Date and upto and including the Effective Date, the Transferor Company: -

11.1 shall carry on and be deemed to carry on all its business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company and all the profits or incomes accruing or arising to the Transferor Company, or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or expenditure or losses or taxes of the Transferee Company, as the case may be.(it is clarified that any advance tax paid/TDS Certificates received by the Transferor Company be treated and be deemed to be and accrue as taxes paid by the Transferee Company).

11.2 hereby undertakes to carry on its businesses with reasonable diligence and shall not, without the written consent of the Transferee Company, alienate charge or otherwise deal with the Undertakings or any part thereof except in the ordinary course of their business.

11.3 shall discharge all their liabilities and obligations for and on account of the Transferee Company.

11.4 shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business.

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

12. SAVING OF CONCLUDED TRANSACTIONS

The transfer of the Undertakings of the Transferor Company under Clause 4 above, the continuance of the proceedings under clause 10 & 11 above and the effectiveness of contracts and deeds under clause 7 above, shall not affect any transaction or the Proceedings already concluded by the Transferor Company on or before the Effective Date and shall be deemed to have been done and executed for and on behalf of the Transferee Company.

13. REORGANISATION OF CAPITAL

13.1 Upon the Scheme coming into effect, and without any further application, act or deed:

- 13.1.1 The Share Capital of the Transferor Company and the Transferee Company shall stand cancelled to the extent of Cross Holding. Upon this Scheme becoming effective and in consideration of the transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of this Scheme, the Transferee Company shall, subject to the provisions of this Scheme, and without any further application, act or deed, issue and allot to the members of the Transferor Company whose names appear in the register of members of the Transferor Company on a date ('Record Date') to be fixed by the Board of Directors of the Transferee Company for every 10 (ten) equity shares each of Modi Metal Udyog Pvt. Limited fully paid up equity shares of the face value of Rs.100/- (Rupees hundred only) each held by the members of the Transferor Company, 16 (sixteen) equity shares of Rs.10/- (Rupees Ten only) each of the Transferee Company, credited as fully paid up in the capital of the Transferee Company.
- 13.1.2 The Authorized Share Capital of the Transferor Company shall also stand added with the Authorized Capital of the Transferee Company, without any further act or deed and the Authorized of the Transferee Company shall become Rs.12,00,00,000/- (Rupees Twelve Crores Only) divided into 1,20,00,000 (One Crore Twenty Lacs) equity shares of Rs.10/- (ten) each.
- 13.1.3 In respect of the Equity Shares in the Transferor Company each member holding such shares shall be issued New Equity Shares of the Transferee Company in lieu thereof in accordance with terms here of and in the same form in which they exist i.e physical or dematerialized form.
- 13.1.4 The Board of Directors of the Transferee Company shall round off the fractional entitlements to the nearest whole number, arising due to the issue of Equity Shares in terms of clause 13.1.1 to the shareholders of the Transferor Company. Any fractional shares arising out of above, shall be paid in cash and/or will be sold among the members/ shareholders and the proceeds distributed among the members having proportional shares in accordance with their proportion.
- 13.1.5 The said Equity Shares in the Transferee Company to be issued to the shareholders of Transferor Company shall rank pari passu in all respect to the existing equity shares in the Transferee Company from the Effective Date / Transfer Date except any stipulation with regard to lock in period or other conditions that may be imposed or suggested by the Stock Exchange or any other competent authority or otherwise.
- 13.1.6 That the Authorized Share Capital of the Transferee Company shall be reorganized in the manner that the equity shares in the additional share capital shall be of the denomination of Rs.10/- each. The share capital clauses in the Memorandum of Association and Articles of Association of the Transferee Company shall be altered suitably without any further act or deed and the Authorized share capital shall become Rs.12,00,00,000/- (Rupees Twelve Crores Only) divided into 1,20,00,000 (One Crore Twenty Lacs) equity shares of Rs.10/- (ten) each.
- 13.1.7 The resolution approving the Scheme shall be deemed to be the approval of the shareholders of the Transferee Company under Section 81(1A) and other applicable provisions of the Act and no further approval or resolution of the shareholders will be required for increase in the share capital of the Transferee Company consequent upon the issue and allotment of Shares in terms of the Scheme.

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

13.1.8 The new Equity shares of the Transferee Company issued in terms of the Scheme shall, subject to applicable regulations, be listed and / or admitted to trading on the stock exchange(s) where the Equity Shares of the Transferee Company are listed and / or admitted to trading.

14. DIVIDENDS, PROFITS, BONUS / RIGHT SHARES

- 14.1 Subject to the provisions of this Scheme, the profits or losses of the Transferor Company for the period beginning from 1st April 2008 shall be deemed to belong to and be the profits or losses of the Transferee Company and will be available to the Transferee Company for being dealt with/ disposed of in any manner as it thinks fit including declaration of dividend, issue of Bonus shares, or for the purpose of issue of right shares by the Transferee Company.
- 14.2 It is further provided that scheme upon coming into effect, the amount of balance lying to the debit of the Profit and Loss Account as represented / shown in the Balance Sheet of the Transferor Company shall be aggregated by the Transferee Company with similar amounts lying in its own Profit and Loss account as if the same was created by the Transferee Company out of its own funds.
- 14.3 The opening Balance Sheet shall constitute the restructured balance sheet of the Transferee Company as on the appointed date.

15. GENERAL TERMS AND CONDITIONS

- 15.1 Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if such resolutions have upper monetary or other limits being imposed under the provisions of the said Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.
- 15.2 Upon the coming into effect of this Scheme, the Board of Directors, (or any committee thereof) of the Transferor Company shall without any further, act, instrument or deed be and stand dissolved.

16. APPLICATIONS TO HON'BLE HIGH COURT:

The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make necessary applications, jointly or separately, to the Hon'ble High Court at Delhi at New Delhi for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up or liquidation and apply for and obtain such other approvals, as required by law.

17. MODIFICATIONS / AMENDMENTS TO THE SCHEME

- 17.1 The Transferor Company (by its Directors / Authorized Representatives) and the Transferee Company (by its Directors/ Authorized Representatives) may assent to any modification or amendment to the Scheme or agree to any terms and/or conditions which the court and/or any other authorities under Law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect.
- 17.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Directors/ Authorized Representatives of the Transferee Company are hereby authorized to give such directions and/or to take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

18. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

This Scheme is conditional upon the following approvals/events and the Scheme shall be deemed to be effective on obtaining last of the following approvals and the occurrence of the last of the following events: -

- 18.1 The approval of the Scheme by the requisite majority of the members and creditors of the Transferor Company and the Transferee Company, as the case may be, as required under Section 391 of the said Act.
- 18.2 The sanction of the Scheme by the High Courts under Sections 391 to 394 of the said Act and other applicable provisions of the said Act, rules and regulations, as the case may be.
- 18.3 Certified copies of the High Court orders being filed with the ROC, Delhi and Haryana, as applicable.
- 18.4 Such other sanctions and approvals including sanctions of any Governmental or Regulatory Authority, as may be required by Law in respect of the Scheme

19. EXPENSES CONNECTED WITH THE SCHEME

- 19.1 All costs, charges and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with the Scheme and of carrying out and implementing/completing the terms and provisions of the Scheme and/or incidental to the completion of amalgamation of the said Undertakings of the Transferor Company in pursuance of the Scheme shall be borne and paid solely by the Transferee Company.

20. EFFECT OF NON-RECEIPT OF APPROVALS

- 20.1 In case the scheme is not sanctioned by the Hon'ble High Court of Delhi or in case any of the consents, approvals, permissions, resolutions, agreements, sanctions, or conditions enumerated in the scheme not being obtained or complied or for any other reason the scheme cannot be implemented by such date as may be agreed by the Board of Directors of Transferor Company and Transferee Company, the scheme shall become null and void, and in that event no rights and liabilities whatsoever shall accrue to or be incurred to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person. In such a case each Company shall bear its own cost, charges and expenses in connection with the scheme unless otherwise mutually agreed.

21. DISSOLUTION OF TRANSFEROR COMPANY

- 21.1 The Transferor Company shall stand dissolved w.e.f. Effective Date without the process of winding up.
- 21.2 The Transferor Company and the Transferee Company shall also take such other step as may be necessary or expedient to give full and formal effect to the provisions of this scheme.
- 21.3 Upon the Scheme taking effect and after dissolution of the Transferor Company, the Board of Directors of the Transferee Company is hereby authorized to take steps as may be necessary desirable or proper to resolve any questions, doubts, or difficulty whether by reason of any order of the Court or any directive, order or sanction of any authority or otherwise arising out of or under this Scheme or any matter therewith.

ATTESTED

Sd/-

**Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act**

**SCHEDULE OF ASSETS TO BE TRANSFERRED FROM
TRANSFEROR COMPANY TO TRANSFEREE COMPANY**

PART-1

Short description of the Freehold property of the transferor company i.e. Modi Metal Udyog Pvt. Ltd.

FREEHOLD PROPERTIES:

Land situated at Village Ajnali, Mandi Gobindgarh, Punjab, total admeasuring 16 Bigha-6 Biswa comprising of (a) Khewat Khatoni No. 339/752 of Khasra No. 745(5-13), 743(7-9), 747(5-0), 746(4-10), total 22-12 of 248/452 part i.e. 12 Bigha, 8 Biswa and (b) Khewat Khatoni no. 340/753 of Khasra no. 744(5-3) of 78/103 part i.e. 3 Bigha, 18 Biswa; AND

Land situated at Village Chaterpura, Mandi Gobindgarh, Punjab, total admeasuring 4 Kanal – 4Marla comprising of (a) Khewat Khatoni 14/31 of Khasra No. 3/14 (6-2)/4-0, of 42/122 part & (b) Khewat Khatoni no. 17/34 of Khasra no. 3/13(4-16), 18/1(4-0) of 42/176 part

The above two plots of land being located adjacently, measures overall 18840 sq. yrds. equivalent to 3.89 Acre.

PART-II

Short description of the Leasehold property of the transferor company i.e. Modi Metal Udyog Pvt. Ltd.

DETAILS OF LEASEHOLD PROPERTIES:

NIL

PART-III

Short description of all stocks, shares, debentures and other charges in action of the transferor company i.e. Modi Metal Udyog Pvt. Ltd.

S.No.	Particulars	Amount (in Rs.) As on 31.03.2008
1.	Fixed Assets	46,69,737/-
2.	Investments	4,00,38,200/-
3.	Cash & Bank Balance	1,09,451/-
4.	Loan & Advances	87,85,916/-
5.	Miscellaneous Assets	10,82,295/-
	Total	5,46,85,599/-

ATTESTED

Sd/-

Examiner Judicial Department
High Court of Delhi
Authorised under Section 70
Indian Evidence Act

MODI METAL UDYOG PVT. LTD.
SCHEDULE OF ASSETS/PROPERTIES
AS ON APPOINTED DATE i.e. 01.04.2008

ASSETS/ PROPERTIES	AMOUNT	AMOUNT
<u>FIXED ASSETS:</u>		
Land	2,540,485	
Building	836,038	
Plant & Machinery	172,672	
Air Conditioner	20,723	
Furniture & Fixture	675	
Office Equipments	6,763	
Car	1,073,019	
Water Treatment System	9,055	
Mobiles	10,307	4,669,737
<u>INVESTMENTS:</u>		
Shares of Kay Pulp & Papers Ltd.	7,000	
Shares of Pecon Properties & Enclave Pvt. Ltd.	1,131,200	
Shares of Modi Power Pvt. Ltd.	38,900,000	40,038,200
<u>CASH & BANK BALANCE:</u>		
Cash in Hand	3,585	
Balance in Schedule Bank in Current Account	105,866	109,451
<u>CURRENT ASSETS, LOAN & ADVANCES:</u>		
Sundry Debtors	195,037	
Advance Income Tax & TDS	94,450	
Advance FBT	15,400	
Security Deposits	19,650	
Loan to Modi Oil & General Mills	7,403,190	
Advance to Gurdeep Mechanical Works	1,000,000	
IT Refundable (2007-08)	34,626	
Prepaid Expenses	23,563	8,785,916
<u>MISCELLANEOUS ASSETS:</u>		
Deferred Tax Assets	803,452	
Preliminary Expenses not written off	278,843	1,082,295
TOTAL OF ASSETS/ PROPERTIES		54,685,599

Dated this the 26th February, 2010
 (By order of the Court)

Sd/-
 Joint Registrar (Co.)
 For Registrar General

ATTESTED
 Sd/-
 Examiner Judicial Department
 High Court of Delhi
 Authorised under Section 70
 Indian Evidence Act

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

NATIONAL GENERAL INDUSTRIES LIMITED
