



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that TORRENT GREEN ENERGY PRIVATE LIMITED is incorporated on this SECOND day of AUGUST TWO THOUSAND TWENTY THREE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U35105GJ2023PTC143527**

The Permanent Account Number (PAN) of the company is **AAKCT3221F***

The Tax Deduction and Collection Account Number (TAN) of the company is **AHMT08945G***

Given under my hand at Manesar this SECOND day of AUGUST TWO THOUSAND TWENTY THREE

Document certified by DS MINISTRY OF
CORPORATE AFFAIRS 10 <ds-crc@mca.gov.in>.

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS 10
Date: 2023.08.02 15:22:52 IST

Pankaj Srivastava

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

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on mca.gov.in

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

TORRENT GREEN ENERGY PRIVATE LIMITED

Samnvay,600, Tapovan, Ambawadi,Manekbag,Ahmadabad City,Ahmedabad-380015,Gujarat

*as issued by Income tax Department



Form No. INC-33



Form language

☒ English

☐ Hindi

e-MOA (e-Memorandum of Association)

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013]]

Refer instruction kit for filing the form

All fields marked in * are mandatory

* Table applicable to company as notified under schedule I of the Companies Act, 2013

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES
B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL
D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL
E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF
ASSOCIATION OF A COMPANY
LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

TORRENT GREEN ENERGY
PRIVATE LIMITED

2 The registered office of the company will be situated in the State of

Gujarat

3 (a) The objects to be pursued by the company on its incorporation are:

To provide all types and kinds of services relating to and to carry on the business of generation, transmission, distribution, purchase, procurement, sale, trading, import, export or otherwise deal in all forms of non-conventional, renewable, green or any other sources of energy including electrical power and energy in all aspects, to own, promote, set up, establish, develop, maintain, run, operate, manage and acquire generating company, generating station or stations of every kind and description, and to own, promote, set up, establish, develop, maintain, run, operate and manage transmission and distribution networks or systems and to acquire, in any manner, these networks or systems and to act as agent or representative of any person engaged in the planning, development, setting up, generation, transmission,

distribution, supply, trading or financing of power and to investigate, research, design and prepare feasibility, appraisal or project reports and to build and execute projects for generation, transmission, distribution, supply, purchase, sale, trading, import, export, storage and accumulation of all forms of electrical power. To engage in engineering, procurement and construction, contracting, consulting and finalize the terms of contracts and turnkey projects and to act as service organization for providing engineering, administrative, advisory, commercial, management, consultancy, technical, quality control, training, contractor, consultant, independent power producer, collaborator, and other services in the power sector.

(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are

To do or perform all, any or combination of the following operations, acts, abstinence and/or things which are necessary or incidental to carry on the above objects:

1. To enter into agreements and contracts with persons including but not limited to individuals, body corporate, partnership firm, co-operative societies, other forms of organisations whether operate, owned by Indian and/or others, whether established otherwise in India or abroad for technical, financial or any other assistance for carrying out all, any or combination of the objects of the Company.

2. To plan, promote and take up necessary developmental work, selection of prospective/ established Independent Power Producers/ generating/ transmission/ distribution companies/ utilities and enter into contracts/ Power Purchase Agreements/ Other Agreements with them; to act as

catalyst and also to provide connected services to them so as to augment power generation, transmission, distribution, optimum utilisation of electrical power and its trading.

3. To act as franchisee for distribution of electricity, including wheeling of electricity, of every kind and description [whether on an BOO (Build, Own, Operate) basis or BOOT (Build, Own, Operate and Transfer) basis or BOLT (Build, Own, Lease and Transfer) basis or otherwise] for electricity purchased or generated from any source, whether conventional or non-conventional, whether now existing or known or invented, developed, made known thereafter, including hydro, wind, solar, tidal, biogas, waste material whether liquid, gaseous or solid or any combination thereof, thermal, geo-thermal, coal, gas, naptha, oil, diesel, nuclear, cogeneration or otherwise.

4. To secure the payments of money, receivables on sale of electricity to the State Electricity Boards, Vidyut Boards, Power Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies, other organisations and bulk consumers of power etc. through Letter of Credits, other security documents, Guarantees of State Government and also through diversion and release of States' share of Central Plan Allocation and other Devolutions by Central Government.

5. To design, engineer, install, overhaul, revamp, maintain electricity generating plants, process plants and all plants used in manufacture of any article, and machinery, equipment and components of such plants.

6. To render services of

inspection, engineering, betterment, improvement and maintenance management of electric power plants, transmission and distribution systems, process plants, power steam generating plants and of all equipment, components and machinery relating thereto.

7. To own, possess, acquire by purchase, lease other rights and interest, exchange or hire real estate, equipment, Generating Stations and Transmission/distribution lines, lands, buildings, apartments, plants, machinery and hereditaments of any tenure or descriptions situated in India or abroad or any estate or interest therein and any right over or connected with land so situated and turn the same to account in any manner as may seem necessary or convenient for the purpose of business of the Company and to hold, improve, exploit, reorganize, manage, lease, sell, exchange or otherwise dispose of the whole or any part thereof.

8. To amalgamate, acquire in India or elsewhere by purchase, concession, lease, license or otherwise, for the purpose of the business of the Company, any real or personal, immovable or moveable property, rights, easements, privileges, licenses, concessions, patents, patent rights, trade-marks, machinery, rolling stock, plant, utensils, accessories and stock-in-trade whatsoever and to contribute to and take part in the constructing, maintaining, carrying on, improving, working, controlling and managing any of such works or conveniences as aforesaid.

9. To plan, acquire, develop, establish, fix, takeover, erect, construct, lay, operate, run, manage, hire, lease, buy, sell, maintain, enlarge, alter, renovate, modernize, work and use a power system network in

all its aspects and/or Ultra High Voltage (UHV), extra-high voltage (EHV) high voltage (HV), High Voltage Direct Current (HVDC), medium voltage (MV) and low voltage (LV) lines and associated substations, including distribution centers, cables, wires, accumulators. Plants, Motors, Meters, apparatus, computers and materials connected with transmission, distribution, ancillary services relating to the supply of electrical Power, telecommunication and telemetering, equipments, to undertake for and on behalf of others the erection, operation, maintenance, management of extra high voltage, high voltage, medium voltage and low voltage lines and associated sub-stations, equipments, apparatus, cables and wires.

10. To purchase or by any other means acquire and protect, prolong and renew, any patents, patent rights, inventions, licences, collaborations and concessions which may appear to be advantageous or useful to the Company in respect of fly ash, coal ash or other by-products in the process of generating electricity and to experiment upon, test, improve, use and or turn to account any such patent, patent rights, inventions, licences and collaboration, concessions and put to use for manufacturing and marketing cement of all types, bricks, building blocks, construction blocks, and all type of materials used for building, road construction landscaping and any civil construction activity.

11. To provide Engineering, Procurement and Construction (EPC) services and consultancy and advisory services in relation to the objects of the Company including a franchisee thereof, transmission system, supply of electricity to any consumer, electric line, meter used for ascertaining the quantity of

electricity supplied to any premises, electrical equipment, apparatus or appliances under the control of the consumer, and energy projects and facilities including power stations, plants, establishments, works and other ancillary facilities of every kind and description.

12. To act as consultants or advisers to any person including the Central Government, State Governments, local authority, municipal corporation, gram panchayat, and any authority constituted under the Electricity Act 2003 including the Electricity Inspector, Chief Electrical Inspector, Central Electricity Regulatory Commission, State Electricity Regulatory Commission, Joint Commission, Central Electricity Authority, Regional Power Committee, or any Government company, on matters related and connected to the fixation of tariff, levy, subsidies, rates, taxes, duties, reliefs, concessions, charges, cost, fare, grant of licenses, grid, National Electricity Plan, regulation of inter-State transmission of electricity, regulation of intra-state transmission of electricity, adjudication of disputes, enforcement of standards with respect to quality, continuity and reliability of service by licensees, fixation of trading margins in the trading of electricity, technical standards for construction of electric plants, electric lines and connectivity to the grid, safety requirements for construction, operation and maintenance of electric plants and electric lines, conditions of installation of meters for transmission and supply of electricity, improving generation, transmission, trading, distribution and utilization of electricity, and report and advise on or assist in the preparation of the report, to undertake collection and preparation of the relevant statistics, information and data required for the purpose and/or

to join with any other person or company or with any Government or Governmental authority.

13. To identify new areas of Power generation, and connected infrastructural activities for development of power and to help the undertakings engaged in such activities and make investment therein.

14. To engage in the business of purchasing / procuring, selling, importing, exporting or otherwise dealing in electrical power and ancillary activities and commercial lines throughout India and abroad and to promote and organize research and development or to carry on consultancy services in the field of power generation, transmission, distribution, trading, conservation of electricity and other related activities thereto.

15. To carry on the business of electric power generation and supply in all its branches and to construct, lay-down, establish, fix and carry out all work for necessary power stations, cables, wires, lines, accumulators, lamps, works.

16. To carry on the business of electricians, electrical and mechanical engineers, suppliers of electricity for the purpose of light, heat, motive power or otherwise, and manufacturers of and dealers in apparatus and things required for or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity, galvanism, magnetism or otherwise.

17. To undertake any activity which the Company is permitted to undertake, including as a generating company and a licensee, under the electricity laws for the time

being in force and rules and regulations made thereunder.

18. To open accounts with any individual, firm or company or with any bank or banks and to pay into and to withdraw moneys from such account or accounts.

19. Subject to applicable law, borrow or raise money in Indian rupees or foreign currencies in such manner as the company shall think fit by, long term loans, short term loans, promissory notes, bills of exchange, hundis, foreign lines of credits/ grants/aids and other negotiable or transferable instruments or by debentures or by debenture stock (perpetual or otherwise) and to secure the repayment of any moneys borrowed, raised or owing by mortgage, charge, hypothecation, pledge or lien upon all or any of the Company's properties or assets (present and future) movable and immovable including its uncalled capital or otherwise upon such terms as the directors may deem expedient. Also by a similar mortgage, charge or lien or to secure and guarantee the performance by the company or any other person or company any obligation undertaken by the company or any other person or company as the case may be.

20. To accumulate funds, and to invest or otherwise employ money belonging to or with the company, not immediately required; in the purchase or acquisition of any shares, debentures, other securities or other investments whatsoever whether movable or immovable upon such terms as may be thought proper and from time to time, to vary all or any such investments in such manner in such manner as the company may think fit.

21. To guarantee the payment of money unsecured or

secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments and other securities of any company or of any authority, supreme, municipal, local or otherwise or of any person whomsoever, whether incorporated or not incorporated any generally to guarantee or become sureties for the performance of any contracts or obligations.

22. To undertake, carry out, promote and sponsor any program/ activity as CSR in terms of the Companies act in any location in India and to incur any expenditure for such programmes and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.

23. To apply for purchase or take license or otherwise acquire and protect and renew in any part of the world any patents, patent rights, brevets, invention, trademarks, designs, licenses, concessions and the like conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purpose 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 license in respect of or otherwise, turn to account the property, rights or information so acquired and to expend money in experimenting upon testing or improving any such patents, inventions or rights.

24. To buy, purchase, sell, lease, take on lease, exchange, otherwise acquire lands, buildings, flats and hereditaments of any tenure or description in India or elsewhere

whether for residential, business, manufacturing or other purposes and any rights, easements, advantages and privileges relating thereto and either for investments or resale or for trafficking in the same and to turn the same into account as may seem expedient, and to construct, alter, improve, decorate, develop, furnish and maintain offices, flats, houses, factories, warehouses, godowns, shops, buildings and other structures, works and conveniences of all kinds on any of the lands or immovable properties purchased or acquired by the Company.

25. To subscribe for absolutely or conditionally, purchase or otherwise acquire, underwrite, take up and to hold, dispose of and/or deal with shares, debentures, debenture stocks, stocks, securities, or options or rights in respect thereof, evidences of indebtedness or the right to participate in profits or other similar documents issued by any government authority, or body or body of persons or obligations of any other company whether incorporated in or outside India, by original subscription, participation in syndicates, tender, purchase, exchange or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.

26. To lend and advance money or give credit to any person or company, and on such terms as may seem expedient and in particular to customers and others having dealing with the company; to give guarantee or indemnify for the payment of money or the performance of contracts or obligations by any person; to secure or undertake in any way the repayment of moneys lent or advanced to, or the liabilities incurred by any

person and generally to give guarantees and indemnities.

27. To draw, make, accept, endorse, discount, execute and issue, negotiate, assign, buy and sell or otherwise deal in cheques, drafts, promissory notes, bills of exchange, hundis, debentures, bonds, bills of lading, railway receipts warrants and coupons, and all other negotiable and transferable securities, instruments and documents.

28. To sell, dispose of or transfer the business property and undertaking of the Company or any part thereof for any consideration which the Company may deem fit to accept, and in particular for shares, debentures, debenture stock, bonds, or securities of any other company(s) for the purpose of its or their acquiring all or any of then property, rights or liabilities of this Company or for other purposes which may seem to benefit this Company directly or indirectly.

29. To obtain, apply for, promote and arrange for the issue or enactment of order or Act of etc. Legislature or Act of Authority in India or any other part of the world for enabling the Company to obtain powers, authorities, protection, financial and other help necessary or expedient to carry out or extend any of the objects of the Company or for any other purpose which may seem expedient and to oppose any proceedings or application or any other endeavours, steps or measures which may seem calculated directly or indirectly to prejudice the Company's interests.

30. To issue or allot fully or partly paid shares in the capital of the company in payment or part payment of any movable or immovable property purchased or otherwise acquired by the Company or any services

rendered to the Company.

31. To take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the company's property of any kind sold by the Company or any money due to the Company from buyer.

32. To pay out of the funds of the company all costs, charges, or any expenses which the Company may lawfully pay for services rendered for formation and registration of the Company and for promotion of any other Company promoted by it.

33. To insure any of the rights, properties undertakings, contracts, guarantees, risk or obligations or profits of the Company of every nature and kind in any manner whatsoever.

34. To make donations to such persons or institutions either of cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and also to subscribe, contribute or otherwise assist or guarantee money for charitable objects or institutions having scientific, religious or benevolent national, cultural, educational or objects of general public utility.

35. To acquire and secure membership, seat or privilege in and of any association, exchange, market or institution in India or any other part of the World.

36. To refer questions, disputes, claims or demands by or against the Company or its officers or otherwise concerning the affairs of the Company or differences arising in connection therewith or in respect of any matter relating to the business or affairs of the company or in execution of contracts to arbitration in such manner and

upon such terms as the Company may deem fit.

37. To institute, conduct, defend, compound or abandon any Proceedings relating to claims, demands or otherwise by or against the Company or its officers or otherwise concerning the affairs of the Company before any Legal or other Authority and also to compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to appoint advocates, consultants or advisors in this behalf observe and challenge any awards made in the interest of the Company and in particular by advertising in the press, by circulars and publication.

38. To control, manage, finance, subsidize, co-ordinate or otherwise assist any company(s) including subsidiaries in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of any kind for any such company(s) and to make payments by way of subvention of or generally with respect to any such company(s).

39. To enter into negotiation or collaboration, technical, financial or otherwise with any person or Government for obtaining any grant, license, formulae and other right and benefits, and to obtain technical information, know-how and expert advice for the production, manufacture and export or sale of all types of goods which the company is authorized to produce or to deal in and to pay to or to the order of such firms, company, body, corporate, government authority or persons any fee, royalty, shares, bonus, remuneration and otherwise recompense them in any other manner for the services rendered by them.

40. To create any depreciation fund, reserve, reserve fund, sinking fund, insurance fund, or any special or other fund whether for repayment of redeemable preference shares, redemption of debenture stock, for dividends, for equalizing dividends, for repairing, improving, extending and maintaining any part of the property of the Company or for any other purposes whatsoever conducive to the interests of the Company.

41. To open and operate any type of bank account with any scheduled banks in India or any Bank abroad and obtain credit facilities with or without securities for its business and to pay into and to draw moneys from such accounts to pay all the costs, charges and expenses, if any, incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital and to remunerate or make donations to (by cash or other assets or by the allotment or fully or partly paid shares or by a call or options on shares, debentures, debenture stock or other securities of this or any other company or in any other manner, whether out of the Company's capital or profits or otherwise) any person(s), or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in the conduct of its business or in introducing any property or business to the Company or for any other reason which the Company may think proper.

42. To receive grants, subsidies, contributions, donations, loans, advances, or other moneys on deposit or otherwise from state or central government banks, international

and national financing institutions and development agencies with or without conditions for the purpose of fulfillment of objects of the Company.

43. To purchase or import, take on lease or in exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, buildings, easements, machinery, plant and stock-in-trade.

44. To distribute among the members any property of the Company or any proceeds of the sale, disposal of any property of the Company but so that no distribution amounts to a reduction of capital be made except with the sanction (if any) for the time being required by law.

45. Subject to provisions of the Companies Act to place, to reserve or to distribute as dividend or bonus among the members or otherwise to applied as the Company may from time to time thing fit, any moneys received by way of premium on shares or debentures issued at a premium by the Company and any moneys received in respect of dividends accrued on forfeited shares or from undue dividends and to distribute the assets of the Company in specie amongst the members.

46. To train or pay for training in India or abroad of any of Company's employees or officers or any candidate in the interest of or furtherance of the Company's objects and to establish training facilities and recruit and employ experts, advisors, consultants for providing training to Company's employees, officers and other people.

47. To employ and pay experts, consultants, engineers in connection with the planning operating and development of all business connected with the Company's operations.

48. To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise and either by establishing Offices, agencies or branches for carrying on any of the aforesaid objects in India or elsewhere in the World and to undertake the management of the Company.

49. To establish, maintain, conduct, provide, procure or make available services of every kind including commercial, financial, statistical, accounting, medical, legal, social services, organisation methods, systems and procedures, control systems, information systems, cost control personnel selection, project planning, budgetary control, establishment of systems of mechanised accounting interpretation of financial statements, industrial, business legal, management, personnel computers, specialised technical and non-technical, expert advice, medical services, telex, telephone, telegram, wireless transmission services, estate, landlord, road, gutter, canteen, hotel, common estate managements, staff quarters, constructional supervisors, contractors, engineers, registrars, issue house, investors, brokers, suppliers, estate freight, catering contractors services of every kind.

AND it is hereby declared that:

i. In the interpretation of this clause the powers conferred on the company by any paragraph shall not subject to the provisions of section 4 of the

Companies Act, 2013 be restricted by reference to any other paragraph, or to the name of the company, or by the juxtaposition of two or more objects, and that, in the event of ambiguity this clause and every paragraph hereof shall be construed in such way as to widen and not to restrict the powers of the company and;

ii. To do all or any of the above things and all such other things as are incidental or may be thought conducive to the attainment of the objects or any of them, in any part of the world, and as principals agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others, and so that the word "Company" in this Memorandum when applied otherwise than to this Company shall be deemed to include any authority, partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in India or elsewhere, and the intention is that the objects set forth in each of several paragraphs of this clause shall have the widest possible construction, and shall be in no wise, limited or restricted by reference to or inference from the terms of any other paragraph of this clause or the name of the Company.

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

The liability of the member(s) is limited

The liability of the member(s) is Unlimited

5 Every member of the company undertakes to contribute:

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among

themselves), such amount as may be required, not exceeding * rupees.

(iii) The share capital of the company is rupees, divided into

Equity Share	Shares of	10	Rupees each		50000
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6

☐ We, the several persons, whose names and address 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 against our respective names:

☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:

☐ 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:

Subscriber Details					
S. No.	*Name, Address, Description and Occupation	DIN / PAN / Passport number	No. of shares taken	DSC	Dated
1	Torrent Power Limited CIN: L31200GJ2004PLC044068 Reg Office: "Samanvay", 600 Tapovan, Ambawadi Ahmedabad 380015 Authorised Representative: Saurabh Rameshbhai Mashruwala Address: NB-3, New Goyal Park, Judges Bungalows Road, Vastrapur Ahmedabad 380015 Occupation: Service	01786490	49999 Equity,0 Preferenc	SAURABH RAMESHBHAI MASHRUWALA Digitally signed by SAURABH RAMESHBHAI MASHRUWALA DN: cn=SAURABH RAMESHBHAI MASHRUWALA, o=TORRENT POWER LIMITED, ou=, email=saurabh.mashruwala@torrentpower.com, c=IN 14 08 2023 14:05:30	01/08/2023
2	NISARG BIMALBHAI SHAH 901, Kalasagar Appartment Nr. Jodhpur Char Rasta, Satellite Ahmedabad Gujarat 380015 India Occupation: Service	08812336	1 Equity,0 Preference	NISARG BIMAL SHAH Digitally signed by NISARG BIMAL SHAH DN: cn=NISARG BIMAL SHAH, o=NISARG BIMAL SHAH, ou=, email=nisarg.bimal.shah@gmail.com, c=IN 14 08 2023 14:05:30	01/08/2023
Total shares taken			50000 Equity,0 Preference		

Signed before me

Membership type of the witness <i>(ACA/FCA/ACS/FCS/ ACMA/FCMA)</i>	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	DSC	Dated
ACS	Rajesh Gopaldas Parekh	104, Ashwamegh Avenue, Near Mithakhali Underbridge, Navrangpura, Ahmedabad-380009 Practising Company Secretary	8073	Rajesh Gopaldas Parekh <small>Digitally signed by Rajesh Gopaldas Parekh Date: 2023.08.01 14:45:23 +05'30'</small>	01/08/2023

7 Shri / Smt

Of

resident of

aged

years shall be the nominee in the event of death of the sole member.

Form No. INC-34**e-AOA (e-Articles of Association)**

[Pursuant to Section 5 of the Companies Act, 2013
and rules made thereunder read with Schedule I]



Form language

☒ English☐ Hindi

Refer instruction kit for filing the form.

All fields marked in * are mandatory

Table applicable to company as notified under schedule I of the Companies Act, 2013
(F, G, H)

Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of
the companies Act, 2013 is applicable to

(F – a company limited by shares

G – a company limited by guarantee and having a share capital

H – a company limited by guarantee and not having share capital)

The name of the company is

F

F - A COMPANY LIMITED BY
SHARES

TORRENT GREEN ENERGY
PRIVATE LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> TABLE F EXCLUDEDa The regulations contained in Table F in theSchedule I to the Companies Act Table F as are applicable to a Private company limited by shares shall apply to theCompany so far as they are not inconsistent with any of the provisions contained in these Articles or modificationsthereof and only to the extent that there is no specific provision in these Articles In case of any conflictbetween the provisions of these Articles and Table F the provisions of theseArticles shall prevailb The regulations for the managementof the Company and for the observance by the members thereto and theirrepresentatives shall subject to any exercise of the statutory powers of theCompany with reference to the deletion or alteration of or addition to itsregulations by resolution as prescribed or permitted by the Companies Act be such as are contained in these Articlesc Private Limited CompanyTheCompany is a private company within the meaning of section of theCompanies Act and accordinglyithe right to transfer shares of the Company is restricted in the manner and tothe extent hereinafter appearingiithe number of Members of the Companyexclusive of persons who are in the employment of the Company and persons whohaving been formerly in the employment of the Company were Members of theCompany in that employment and have continued to be members after theemployment ceased shall be limited to two hundred andiino invitation shall be issued to the public to subscribe for any

		<p>securities of the Company. Provided that where two or more persons hold one or more shares in a company jointly they shall for the purposes of this definition be treated as a single member.</p> <p>INTERPRETATION In the interpretation of these Articles unless repugnant to the subject or context a Act means the Companies Act and the rules made there under or any statutory modification or reenactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law so far as may be applicable.</p> <p>Articles means these Articles of Association of the Company or as altered from time to time.</p> <p>Board of Directors or Board means the Directors of the Company collectively including acting by circular under these Articles and shall include Committees thereof.</p> <p>Beneficial Owner shall mean beneficial owner as defined in the Depositories Act.</p> <p>Company means Torrent Saurya Urja Private Limited.</p> <p>Depositories Act means the Depositories Act and shall also include rules made thereunder if any and any statutory modifications or reenactment thereof for the time being in force.</p> <p>Director means a director appointed to the Board of the Company.</p> <p>Executor or Administrator means a person who has obtained probate or Letters of Administration as the case may be from a competent Court and shall include the holder of a succession certificate authorising the holder thereof to negotiate or transfer the shares of the deceased members and shall also include the holder of a certificate granted by the Administrator General of any State in India.</p> <p>In writing or written means and includes words printed lithographed represented or reproduced in any mode in a visible form and shall also include email and any other form of electronic transmission.</p> <p>Legal Representative means a person who in law represents the estate of a deceased Member.</p> <p>Meeting or General Meeting means a meeting of Members held in accordance with the Act.</p> <p>Office means the registered office for the time being of the Company and with respect to the keeping and inspection of registers and returns and other matters mentioned in the Act and includes any other place as prescribed by the Act.</p> <p>Seal means the common seal of the Company.</p> <p>Securities shall mean securities as defined under the Securities Contracts Regulation Act or any modifications or reenactments thereof for the time being in force and includes hybrid.</p> <p>Shareholder or Member means the duly registered holder from time to time of the shares of the Company and includes the subscribers to the Memorandum of Association of the Company and the Beneficial Owner whose name is recorded as such with the Depository.</p> <p>Words importing the singular number include where the context admits or requires the plural number and vice versa and words importing the masculine gender also include the feminine and neuter genders.</p> <p>The headings and marginal notes hereto are inserted for convenience only and shall not affect the construction hereof.</p> <p>Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act.</p> <p>IV The Company shall on being so required by a Member send to him a requested copy of the Memorandum of Association Articles and resolutions altering Memorandum of Association and Articles of the Company within prescribed time and subject to the payment of fee as may be specified in the Act.</p>
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		Share Capital and Variation of rights	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	II 1	<ul style="list-style-type: none"> The Authorised Capital shall be as stated in the Clause V of the Memorandum of Association of the Company with power to the Board subject to applicable statutory provisions to reclassifysubdivide consolidate or increase and with power from time to time to issueany share of the original capital or any new capital with and subject to anypreferential qualified or special rights privileges or conditions as may bethought fit and upon the subdivision of shares to apportion the right toparticipate in any manner as between the share resulting from suchsubdivision Except in so far as otherwiseprovided by the conditions of issue or by these Articles any capital raised bythe creation of new shares shall be considered as part of the existing capitaland shall be subject to the provisions herein contained with reference to thepayment of calls and installments forfeiture lien surrender transfer andtransmission voting and otherwise in all respects as if it had been theoriginal capital
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2	<ul style="list-style-type: none"> Subject to the provisions of theAct and these Articles the shares in the capital of the Companyincluding any shares forming part of any increased capital of the Company shall be under the control of theBoard which may issue allot or otherwise dispose of the same or any of them tosuch persons in such proportion and on such terms and conditions either at apremium or at par and at such time as it may from time to time think fit The Company may issue sweat equityshares in accordance with the provisions of the Act or any other applicablelaws
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3	<ul style="list-style-type: none"> The Company may issue GlobalDepository Receipts in any foreign country in accordance with these Articlesthe Act and other applicable laws Subject to the provisions of theAct and these Articles the Board may issue and allot shares of the Company onpayment or part payment for any property or assets of any kind whatsoever soldor transferred goods or machinery supplied or for services rendered to theCompany in the conduct of its business and any shares which may be so allottedmay be issued as fully paidup or partly paidup otherwise than for cash andif so issued shall be deemed to be fully paidup or partly paid up shares asthe case may be The Company may have the followingkinds of share capital in accordance with these Articles the Act and otherapplicable laws i Equityshare capital awith voting rights and or bwith differential rights as to dividend voting or otherwise in accordance withthe Act and iiPreference share capital
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	<ul style="list-style-type: none"> The Premium received on issue of anySecurities shall be dealt with in the manner as prescribed under the Act
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> a Every person whose name is entered as a member in the register of membersshall be entitled to receive within two months after incorporation in case ofsubscribers to the memorandum and after allotment or within one month from thedate of receipt by the Company of the application for the registration oftransfer or transmission or within such other period as the conditions of issueshall provide i one certificate for all his shares or several certificates each for one ormore of his shares in marketable lot without payment of any charges oriiseveral certificates each for one

	5	<p>or more of his shares not in marketable lot upon payment of twenty rupees or such charges as may be fixed by the Board for each certificate after the first</p> <p>b Every certificate shall have distinctiveness number and shall be issued under the Seal if any and shall specify the share to which it relates and the amount paid up thereon and shall be in such forms as may be prescribed and approved by the Board</p> <p>c In respect of any shares held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of share certificate to one of several joint holders shall be sufficient delivery to all such holders</p> <p>d If any certificate is lost or destroyed or defaced mutilated or torn or has no further space on the back thereof for endorsement of transfers then in case of a lost or destroyed certificate upon proof to the satisfaction of the Board as to its loss or destruction and on such indemnity as the Board deem adequate being given and in other cases upon surrender of the certificate to the Company a new certificate in lieu thereof shall be given to the person entitled to such certificate</p> <p>e Any new or renewed certificate may be marked as such</p> <p>f The out of pocket expenses incurred by the Company in investigating the evidence as to the loss or destruction shall be paid to the Company</p> <p>g No fee shall be charged for issue of new certificates in replacement of those which are old decrepit or worn out or where the cages on the reverse for recording transfers have been utilised fully</p> <p>h Where a new certificate has been issued as aforesaid particulars of every such certificate shall be entered in a register of Renewed and Duplicate Share Certificates indicating against the name of the person to whom the certificate is issued</p> <p>i All entries made in the said Register shall be authenticated by the company secretary or Chief Financial Officer or such other person as may be authorised by the Board</p> <p>j The Board may subject to the provisions of the Act accept the surrender of any share from or by any shareholder desirous of surrendering those on such terms as they think fit</p> <p>k A person subscribing to shares offered by the Company shall have the option either to receive certificate for such shares or hold such shares in a dematerialized form with the Depository</p> <p>l Where a person opts to hold any share with the Depository the Company shall intimate such Depository the details of allotment of the share to enable the Depository to enter in its records the name of such person as the Beneficial Owner of that share</p> <p>m If the member opts for keeping their shares in physical form they cannot transfer their securities and are not eligible to subscribe to any new securities issued by the Company</p>
<input type="checkbox"/>	6	<ul style="list-style-type: none"> Notwithstanding anything contained in these Articles the Company shall be entitled to dematerialise its existing shares and to offer its fresh shares in a dematerialized form pursuant to the Depositories Act
<input type="checkbox"/>	7	<ul style="list-style-type: none"> Save as herein or by laws otherwise expressly provided the Company shall be entitled to treat the registered holder Beneficial Owner of any share as the absolute owner thereof and accordingly shall not except as ordered by a Court of competent jurisdiction or as by statute required be bound to recognize any benami trusts whatsoever or equitable contingent future partial or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof
		<ul style="list-style-type: none"> Subject to the provisions of the Act any debentures debenture stock

<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>bonds or other Securities may be issued at premium or otherwise and on condition with the consent of the Company in General Meeting that they may have a right to allotment of or be convertible into shares of any denominations and with any special privileges and conditions as to redemption or being irredeemable surrender drawings reissue attending at General Meeting of the Company appointment of Directors and otherwise provided that no debentures debenture stock bonds or other securities may be issued carrying voting rights Further the Company shall have power to reissue redeemed debentures in certain cases as provided in the Act A contract with the Company to take up and pay any debentures of the Company may be enforced by a decree for specific performance by the Company The Company shall comply with the provisions of appointment of Debenture Trustees creation of Debenture Redemption Reserve and other applicable provisions of the Act or as may be specified by any other applicable law pertaining to issue and redemption of debentures a The Company may exercise the powers of paying commission conferred by the Act or any other applicable law to any person in connection with the subscription of any securities provided that the commission paid or agreed to be paid shall be disclosed in the manner required by the Act or any other applicable law b The rate or the amount of the commissions shall not exceed the rate or amount prescribed in the Act or any other applicable law c The commission may be satisfied by the payment of cash or in shares or any other Security whether fully paid or otherwise or in any combination thereof d Nothing in this clause shall affect the power of the Company to pay such brokerage as it may consider reasonable e If at any time the share capital is divided into different classes of shares all or any rights and privileges attached to any such class unless otherwise provided by the terms of issue of the shares of that class may be varied in accordance with the provisions of the Act and whether or not the Company is being wound up b The rights conferred upon the holders of the shares of any class issued with preferred or other rights or privileges shall unless otherwise expressly provided by the terms of the issue of shares of that class be deemed not to be modified commuted affected abrogated dealt with or varied by the creation or issue of further shares of that class ranking pari passu therewith In addition to and without derogating from the powers for the purpose conferred on the Board under these Articles the Company may issue securities in any manner whatsoever including by way of preferential offer to any person subject to the provisions of the Act Subject to the provisions of the Act the Company may issue or reissue preference shares of one or more classes which are liable to be redeemed or converted to equity shares on such terms and conditions and in such manner as determined by the Board a The Company may in accordance with the Act issue further shares to i Persons who at the date of offer are holders of equity shares of the Company in proportion as nearly as circumstances admit to the capital paid up on those shares at that date Such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person or ii employees under any scheme of employees stock option or iii any persons whether or not those persons include the persons referred to in clause i or clause ii above b Subject to and in accordance with the provision of the Act a further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement Except as specifically provided in these Articles</p>
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			the provisions relating to Share Capital and Variation of Rights shall be applicable to shares held in electronic form so far as they apply to shares in physical form however subject to the provisions of the Depositories Act The provisions of these Articles relating to Share Capital and Variation of Rights thereon shall mutatis mutandis apply to debentures and other securities of the Company as applicable The Board shall comply with such Rules or Regulations of any ACT applicable for the purpose of these Articles
			Lien
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9	<ul style="list-style-type: none"> a The Company shall have a first and paramount lien upon all the shares not being fully paid up shares registered in the name of each member whether held solely or jointly and upon the proceeds of sale thereof for all moneys from time to time due or payable whether presently payable or not by him to the Company for calls made and all amounts or installments payable as provided by these Articles in respect of such shares and no equitable interest in any shares shall be created except upon the footing and condition that these Articles is to have full effect Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article b The Company's lien if any on a share shall extend to all dividends or interest as the case may be payable and bonuses declared from time to time in respect of such shares for any money owing to the Company c Unless otherwise agreed by the Board the registration of a transfer of shares shall operate as a waiver of the Company's lien
<input type="checkbox"/>	<input checked="" type="checkbox"/>	10	<ul style="list-style-type: none"> a The Company may sell in such manner as the Board thinks fit any shares on which the Company has a lien Provided that no sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise b To give effect to any such sale the Board may authorize some person to transfer the shares sold to the purchaser thereof c The purchaser shall be registered as the holder of the shares comprised in any such transfer
<input type="checkbox"/>	<input checked="" type="checkbox"/>	11	<ul style="list-style-type: none"> a The receipt by the Company of the consideration if any given for the share on the sale thereof shall subject if necessary to execution of an instrument of transfer or a transfer by relevant system as the case may be title to the share and the purchaser shall be registered as the holder of the share b The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale The proceeds of sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue if any shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the shares on the date of the sale
			<ul style="list-style-type: none"> In exercising its lien no equitable interest in any shares shall be

<input type="checkbox"/>	<input checked="" type="checkbox"/>	12	created except on the footing and condition that Article hereof is to have full effect. The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company
			Calls on shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13	<ul style="list-style-type: none"> a The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares whether on account of the nominal value of the shares or by way of premium and not by the conditions of allotment thereof made payable at fixed times. Provided that no call shall exceed such amount of the nominal value of the share as may be prescribed under the Act or be made payable within such period or further period as may be prescribed under the Act or any other applicable law. b All calls shall be made on a uniform basis on all shares falling under the same class. Shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class. c Each member shall be subject to receiving at least fourteen days notice specifying the time and place of payment pay to the Company at the time and place so specified the amount called on his shares. d A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable including in instalments by the members on a subsequent date or dates to be fixed by the Board. e The Board may from time to time at its absolute discretion extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances but no member shall be entitled to such extension save as a matter of grace and favour. f A call before the time for payment of such call may be revoked or postponed at the discretion of the Board.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	14	<ul style="list-style-type: none"> a If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the due date the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate of interest as may be fixed by the Board. b The Board shall be at liberty to waive payment of any such interest wholly or in part.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15	<ul style="list-style-type: none"> a Any sum which by the terms of issue of shares becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. b In case of nonpayment of such sum all the relevant provisions of these Articles as to payment of interest and expenses for forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	16	<ul style="list-style-type: none"> The Board i may if it thinks fit receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him and ii upon all or any of the monies so advanced may until the same would but for such advance become presently payable pay interest at such rate of interest as may be fixed by the Board. Nothing contained in this Article shall confer upon the member i any right to participate in profits or

			dividends or if any voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable by him
<input type="checkbox"/>	<input checked="" type="checkbox"/>	17	<ul style="list-style-type: none"> If by the conditions of allotment of any shares the whole or part of the amount of issue price thereof shall be payable by installments then every such installment shall when due be paid to the Company by the person who for the time being and from time to time is or shall be the registered holder of the share or the Legal Representative
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	18	<ul style="list-style-type: none"> Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. On the trial or hearing of any action or suit brought by the Company against any member or his Legal Representatives to recover any moneys claimed to be due to the Company for any call or other sum in respect of his shares it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered appears entered on the Register of Members as the holder or one of the holders at or subsequent to the date at which the money sought to be recovered is alleged to have become due on the shares in respect of which such money is sought to be recovered and that the amount claimed is not entered as paid in the books of the Company or the Register of Members and that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member or his Legal Representatives sued in pursuance of these Articles and it shall not be necessary to prove the appointment of the Directors who made such call nor that a quorum of Directors was present at the meeting of the Board at which such call was made nor that the meeting at which such call was made duly convened or constituted nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debts and the same shall be recovered by the Company against the member or his representatives from whom the same is sought to be recovered unless it shall be proved on behalf of such member or his representatives against the Company that the name of such member was improperly inserted in the register or that the money sought to be recovered has actually been paid. The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
			Transfer of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	19	<ul style="list-style-type: none"> The Company shall keep a book called the Register of Transfers and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any shares of the Company. The instrument of transfer of any share shall be as prescribed under the Act
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> No transfer shall be registered unless the instrument of transfer of any share duly executed by or on behalf of both the transferor and

		20	transferee is delivered to the Company The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof
<input type="checkbox"/>	<input checked="" type="checkbox"/>	21	<ul style="list-style-type: none"> The Board may in its absolute and uncontrolled discretion decline to recognise any instrument of transfer unless i the instrument of transfer is duly executed and is in the form as prescribed in the Act ii the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer and iii the instrument of transfer is in respect of only one class of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
		22	<ul style="list-style-type: none"> a The Board may subject to the right of appeal conferred by the Act decline to register the transfer of a share not being a fully paid share to a person of whom they do not approve or i on which the Company has a lien b The Board shall not issue or register a transfer of any shares to a minor except in case when they are fully paid or insolvent person or person of unsound mind c Subject to the power of the Board stated in these Articles transfer of Shares in whatever lot should not be refused However the Company may refuse to split a Share Certificate into several scrips of very small denominations or to consider a proposal for transfer of Shares comprised in a Share Certificate to several parties involving such splitting if on the face of it such splitting transfer appears to be unreasonable or without a genuine need or not of a marketable lot Where the proper instrument of transfer is not received by the Company within a period of two months from the date on which the instrument is dated the Board may at its sole discretion be entitled to seek such documentation including indemnities as it may deem fit from both the transferor and transferee or from the person who has lodged the same for transfer and the Board may at its sole discretion be entitled to give effect to the transfer on receipt of such documentation and indemnities save where an order of a competent court is produced the Board shall then give effect to the transfer If the Company refuses to register the transfer of any shares the Company shall within one month from the date on which the instrument of transfer is lodged with the Company send to the Transferee and the Transferor notice of the refusal Nothing in this Article shall prejudice any power of the Company to register as Shareholder any person to whom the right to any share has been transmitted by operation of law Nothing in this Article shall prejudice any power of the Company to refuse to register the transfer of any share A certificate by the Company of any instrument of transfer of shares shall be taken as a representation by the Company to any person acting on the faith of the certification that there have been produced to the Company such documents as on the face of them show a prima facie title to the shares in the transferor named in the instrument of transfer but not as a representation that the transferor has any title to the shares All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Board may decline to register shall on demand be returned to the person depositing the same The Board may subject to the applicable statutory provisions cause to be destroyed all transfer deeds lying with the Company after such periods as it may determine The Board may after giving due notice close the Register of Members or any other Register of security holder for any period in accordance with the Act and other applicable law

			Notwithstanding anything contained herein in the case of transfer of shares where the Company has not issued any certificates and where such shares or securities are being held in any electronic and fungible form in a Depository the provisions of the Depositories Act shall apply The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company
			Transmission of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	23	<ul style="list-style-type: none"> a On the death of a member the survivor or survivors where the member was a joint holder and his nominee or nominees or Legal Representatives where the member was a sole holder shall be the only person or persons recognised by the Company as having any title to his interest in the shares b Provided however that nothing herein contained shall be taken to release the estate of deceased joint holder from any liability on shares held by him jointly with any other person a Any person becoming entitled to a share in consequence of the death lunacy liquidation or insolvency of a member may upon such evidence being produced as may from time to time be required by the Board and subject as hereinafter provided elect either to register himself as holder of the share or to make such transfer of the share as the deceased or lunatic or insolvent member could have made A transfer of the share or other interest in the Company of a deceased member thereof made by his Legal Representative shall although the Legal Representative is not himself a member be as valid as if he had been a member at the time of effecting the transmission b A person becoming entitled as above be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a member in respect of the share be entitled to exercise any right conferred by membership in relation to Meetings of the Company
<input type="checkbox"/>	<input checked="" type="checkbox"/>	24	<ul style="list-style-type: none"> a If the person so becoming entitled shall elect to register himself as holder of the share he shall deliver or send to the Company a notice in writing signed by him stating that he so elects b If the person aforesaid shall elect to transfer the share he shall testify his election by executing a transfer of the share Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with
<input type="checkbox"/>	<input checked="" type="checkbox"/>	25	<ul style="list-style-type: none"> Every transmission of share shall be verified in such manner as the Board may require and the Company may refuse to register any such transmission until the same be so verified or until and unless an indemnity be given to the Company with regard to such registration which the Board in its discretion shall consider sufficient provided nevertheless that there shall not be any obligation on the Company or the Board to accept an indemnity
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> a All the limitations restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid

		26	<p>as if the death or lunacy or liquidation or insolvency of the member had not occurred and then notice or transfer were a transfer signed by that member</p> <p>bThe Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purported to be made by any apparent legal owner thereof as shown or appearing on the Register of Members to the prejudice of persons having or claiming any equitable right title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or required to attend or give effect to any such notice which may be given to it of any equitable right title or interest or be under any liability whatsoever for refusing or neglecting to do so though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	27	<ul style="list-style-type: none">a The Board shall subject to the provisions contained herein have the right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registrationbThe Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or lunatic or insolvent member had transferred the share before his death or insolvencycThe Company shall be fully indemnified by such person from all liability if any by actions taken by the Board to give effect to such registration or transfer <p>No fee shall be payable to the Company in respect of the transfer or transmission of Shares Notwithstanding anything contained herein in the case of transmission of shares where the Company has not issued any certificates and where such shares or securities are being held in any electronic and fungible form in a Depository the provisions of the Depositories Act shall apply The provisions of these Articles relating to transmission shall mutatis mutandis apply to any other securities including debentures of the Company</p>
			Forfeiture of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none">a If a member fails to pay any call or instalment of a call or any money due in respect of any share on or before the day appointed for payment of the same or any such extension thereof or any interest due on such call or installment or any expenses that may have been incurred thereon the Board may at any time thereafter during such time as any part of the call or installment or interest or expense remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part serve a notice in the manner hereinafter provided on such member or his heir Administrator Executor assignee or if none be known to the Company then by advertisement requiring payment of so much of the call or instalment or other money as is unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non payment <p>For the purposes of the provisions of these Articles relating to forfeiture of shares the sum payable upon allotment in respect of a share shall be deemed to be a call payable upon such share on the date of</p>

		28	<p>allotmentb The notice aforesaid shall i name a further day not beingearlier than the expiry of fourteen days from the date of service of thenotice on or before which the payment required by the notice is to be madeandii state that in the event ofnonpayment on or before the day so named the shares in respect of which thecall was made shall be liable to be forfeitedc If the requirements of any such noticeas aforesaid are not complied with any share in respect of which the noticehas been given may at any time thereafter before the payment required by thenotice has been made be forfeited by a resolution of the Board to that effectd When any share shall have been soforfeited notice of the forfeiture shall be given to the member in whose nameit stood immediately prior to the forfeiture or to any of his LegalRepresentatives or to any of the persons entitled to the share by transmissionand an entry of the forfeiture with the date thereof shall forthwith be madein the register of members but no forfeiture shall in any manner be invalidatedby any omission or neglect or any failure to give such notice or make suchentry as aforesaid e A duly verified declaration in writingthat the declarant is a Director the manager or the company secretary or theChief Financial Officer of the Company and that the shares in the Company havebeen duly forfeited on a date stated in the declaration shall be conclusive evidenceof the facts therein stated as against all persons claiming to be entitled tothe share</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	29	<ul style="list-style-type: none"> a The forfeiture of a share shallinvolve extinction of all interest in and all claims and demands against theCompany in respect of the shares and all other rights incidental to the shareexcept only such of those rights as by these Articles are expressly saved b Any share so forfeited shall be deemed tobe the property of the Company and the Board may in its absolute discretionssell reallo or otherwise dispose of the same either to the original holderthereof or to any other persons on such terms and in such manner as the Boardmay think fit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	30	<ul style="list-style-type: none"> The Board may at any time beforeany share so forfeited shall have been sold reallocated or otherwise disposedof annul the forfeiture thereof as a matter of grace and favour but not as ofright upon such terms and conditions as it may think fit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	31	<ul style="list-style-type: none"> a A member whose shares have been forfeited shall cease to be a member inrespect of the forfeited shares but shall notwithstanding the forfeiture remain liable to pay and shall pay to theCompany all monies which at the date of forfeiture were presently payable by him to the Company in respect ofthe shares b All such monies payable shall be paidtogether with interest thereon at such rate as the Board may determine fromthe time of forfeiture until payment or realisation The Board may if itthinks fit but without being under any obligation to do so enforce the paymentof the whole or any portion of the monies due without any allowance for thevalue of the shares at the time of forfeiture or waive payment in whole or inpartc The liability of such person shall ceaseif and when the Company shall have received payment in full of all such moniesin respect of the shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> a The Company may receive the consideration if any given for the share onany sale reallo or disposal thereofit is hereby clarified

		32	<p>that the person to whom such share is sold reallocated or disposed of may not unless by express agreement be liable to pay any calls amounts installments interest and expenses owing to the Company prior to such purchase or allotment nor shall be entitled unless by express agreement to any of the dividends interest or bonuses accrued or which might have accrued upon the share before the time of completing such purchase or before such allotment b Upon any sale after forfeiture in purported exercise of the powers herein before given the Board may authorise some person or persons to execute an instrument of transfer of the shares sold Upon any such sale after forfeiture in purported exercise of powers the Board shall cause the purchaser's name to be entered in the Register in respect of the shares sold and shall issue to the purchaser a certificate in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively c The purchaser shall thereupon be registered as the holder of the share comprised in such transfer d Upon any sale reallocation or other disposal under the provisions of the preceding Articles the Certificate if any originally issued in respect of the forfeited shares shall unless the same on demand by the Company has been previously surrendered to it by the defaulting member stand cancelled and become null and void and be of no effect Where any Shares under the powers in that behalf herein contained are sold by the Board and the certificate in respect thereof has not been delivered to the Company by the former holder of such Shares the Board may issue a new certificate for such Shares distinguishing it in such manner as it may think fit from the certificate not so delivered</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	33	<ul style="list-style-type: none"> The provisions of these Articles relating to forfeiture shall mutatis mutandis apply to any other securities including debentures of the Company The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified
<input type="checkbox"/>	<input checked="" type="checkbox"/>	34	•
			Alteration of capital
<input type="checkbox"/>	<input checked="" type="checkbox"/>	35	<ul style="list-style-type: none"> The Company may from time to time subject to the provisions of the Act increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution
<input type="checkbox"/>	<input checked="" type="checkbox"/>	36	<ul style="list-style-type: none"> Subject to the provisions of the Act the Company may i consolidate and divide all or any of its share capital into shares of larger amount than its existing shares ii convert all or any of its fully paid up shares into stock and reconvert that stock into fully paid up shares of any denomination iii subdivide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum iv cancel any shares which at the date of passing of the resolution have

			not been taken or agreed to be taken by any person
<input type="checkbox"/>	<input checked="" type="checkbox"/>	37	<ul style="list-style-type: none"> a Where shares are converted into stock the holders of stock may transfer the same or any part thereof in the same manner as and subject to these Articles under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit Provided that the Board may from time to time fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose the holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at Meetings of the Company and other matters as if they held the shares from which the stock arose but no such privilege or advantage except participation in the dividends and profits of the Company and in the assets on winding up shall be conferred by an amount of stock which would not if existing in shares have conferred that privilege or advantage c Such of these Articles of the Company as are applicable to paid up shares shall apply to stock and the words Share and Shareholder Member shall include stock and stockholder respectively
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	38	<ul style="list-style-type: none"> The Company may from time to time as prescribed by the Act and subject to such consents as may be required under any other law for the time being in force reduce in any manner its share capital and or i any capital redemption reserve account and or ii any securities premium account and or iv any other reserves in the nature of share capital
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
			Capitalisation of profits
<input type="checkbox"/>	<input checked="" type="checkbox"/>	39	<ul style="list-style-type: none"> a The Company may in accordance with the provisions of the Act resolve i that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and ii that such sum be accordingly set free for distribution in the manner specified in Article b below amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportion b The sum aforesaid shall not be paid in cash but shall be applied subject to the provision contained in Article c below either in or towards i paying up any amounts for the time being unpaid on any shares held by such members respectively ii paying up in full unissued shares or other securities of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportions aforesaid iii partly in the way specified in subclause i and partly in that specified in subclause ii c A securities premium account and a capital redemption reserve account or any other permissible reserve account may for the purposes 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 or other securities as permissible under the Act d The Board shall give effect to the resolution passed by the Company in pursuance of this Article
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> a Whenever such a resolution as aforesaid shall have been passed the Board shall i make all appropriations and applications of the

		40	<p>amounts resolved to be capitalised thereby and all allotments and issues of fully paid shares or other securities if any and ii generally do all acts and things required to give effect thereto b The Board shall have full power i to make such provisions by the issue of fractional certificates or coupons by payment in cash by vesting of any shares certificates coupons or cash in trustees or otherwise as it thinks fit for the case of shares or other securities becoming distributable in fractions and also ii to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively credited as fully paid up of any further shares or other securities to which they may be entitled upon such capitalisation or as the case may require for the payment by the Company on their behalf by the application thereto of their respective proportions of profits resolved to be capitalised of the amount or any part of the amounts remaining unpaid on their existing shares c Any agreement made under such authority shall be effective and binding on all such members</p>
			Buy-back of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	41	<ul style="list-style-type: none"> Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force the Company may purchase its own shares or other specified securities whether or not there is any consequent reduction of Capital If and to the extent permitted by Law the Company shall also have the power to reissue the shares so bought back
			General meetings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	42	<ul style="list-style-type: none"> The Company may convene annual General Meeting from time to time in accordance with the provisions of Act a All General Meetings other than annual General Meeting shall be called extraordinary General Meeting b The Board may whenever it thinks fit convene an extraordinary General Meeting If at any time Directors capable of acting who are sufficient in number to form a quorum are not within India any Director or any two members of the Company may call an extraordinary General Meeting in the same manner as nearly as possible as that in which such a Meeting may be called by the Board c The Board shall on the requisition of prescribed number of members of the Company forthwith proceed duly to call an Extraordinary General Meeting in accordance with the provisions of the Act
<input type="checkbox"/>	<input checked="" type="checkbox"/>	43	<ul style="list-style-type: none"> Provided that such requisition may consist of several documents in like form each signed by all the requisitionists or by a requisitionist duly authorised in writing by all other requisitionists on their behalf or by sending an electronic request attaching therewith a scanned copy of such duly signed requisition
			Proceedings at general meetings
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> a No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business b Save as otherwise provided the quorum for a

	44	<p>General Meeting shall be as provided in the Act When more than one of the joint holders of a share is present only one of them shall be counted for ascertaining the quorum. The Chairperson of the Board shall be entitled to preside as Chairperson at every General Meeting of the Company. If there is no such Chairperson or if he is not present within fifteen minutes after the time appointed for holding such Meeting or is unwilling to act as chairperson of the Meeting the Directors present shall elect one of their members to be Chairperson of the Meeting. If at any Meeting no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the Meeting the members present shall choose one of their members to be Chairperson of the Meeting thereof.</p>
<input type="checkbox"/> <input checked="" type="checkbox"/>	45	<ul style="list-style-type: none"> No business shall be discussed or transacted at any General Meeting except the election of Chairperson whilst the chair is vacant. Unless a poll be demanded or voting is carried out electronically a declaration by the chairperson 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 books containing the minutes of the proceedings of the Company shall be conclusive evidence of the said fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
<input type="checkbox"/> <input checked="" type="checkbox"/>	46	<ul style="list-style-type: none"> On any business at any General Meeting in case of an equality of votes whether on a show of hands or on poll if any or electronically the Chairperson shall have a second or casting vote. The Board may in its absolute discretion on giving not less than seven clear days notice in accordance with these Articles postpone or cancel any Meeting of members except a Meeting called pursuant to members requisition.
<input type="checkbox"/> <input checked="" type="checkbox"/>	47	<ul style="list-style-type: none"> The Company shall cause minutes of the proceedings of every General Meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Act and kept by making within prescribed number of days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered. There shall not be included in the minutes any matter which in the opinion of the Chairperson of the Meeting is or could reasonably be regarded as defamatory of any person or is irrelevant or immaterial to the proceedings or is detrimental to the interests of the Company. The Chairperson shall exercise an absolute discretion in regard to the inclusion or non inclusion of any matter in the minutes on the grounds specified in the aforesaid Article. The minutes of the Meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.
<input type="checkbox"/> <input checked="" type="checkbox"/>		<ul style="list-style-type: none"> The books containing the minutes of the proceedings of any General Meeting of the Company or a resolution passed by postal ballot shall be kept at the Office of the Company and be open to inspection by any member without any charge during a.m. to p.m. provided the office shall otherwise be open for normal inspection on all working days other than Saturdays. Any member shall be

		48	entitled to be furnished within the time prescribed by the Act after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board or Committee thereof with a copy of any minutes of General Meeting Provided that a member who has made a request for a soft copy of the minutes of any previous General Meeting held during the period immediately preceding three financial years shall be entitled to be furnished with the same free of cost No document purporting to be a report of the proceedings of any General Meeting of the Company shall be circulated or advertised at the expense of the Company unless it includes the matters required by the Act to be contained in the Minutes of the proceedings of such Meeting The Board and any persons authorised by it may take such action or steps before the commencement of any General Meeting or any Meeting of a class of members of the Company as the Board or such persons consider appropriate to ensure that the Meeting is conducted in an orderly manner and proper decorum is maintained thereof Any decision made in good faith under this Article shall be final and conclusive and shall not be called in question
			Adjournment of meeting
<input type="checkbox"/>	<input checked="" type="checkbox"/>	49	<ul style="list-style-type: none"> a Subject to the provisions of the Act the Chairperson may with the consent of any Meeting at which a quorum is present and shall if so directed by the Meeting adjourn the Meeting from time to time and from place to place No business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place When a Meeting is adjourned for thirty days or more notice of the adjourned Meeting shall be given as in the case of an original Meeting d Save as aforesaid and save as provided in the Act it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting
			Voting rights
<input type="checkbox"/>	<input checked="" type="checkbox"/>	50	<ul style="list-style-type: none"> Subject to any rights or restrictions for the time being attached to any class of shares i on a show of hands every member present in person shall have one vote and ii on a poll the voting rights of members shall be in proportion to his share in the paid up equity share capital of the Company
<input type="checkbox"/>	<input checked="" type="checkbox"/>	51	<ul style="list-style-type: none"> Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll Where a poll is to be taken the chairperson of the Meeting shall appoint such number of scrutineers who need not be Members of the Company to scrutinize the poll process votes casted by poll and to report thereon to him subject to provisions of Act for the time being in force The Chairperson shall have power at any time before the result of the poll is declared to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause
<input type="checkbox"/>	<input checked="" type="checkbox"/>	52	<ul style="list-style-type: none"> A member may exercise his vote by electronic means in accordance with the Act and shall vote only once a In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other

			joint holders b For this purpose seniority shall be determined by the order in which the names stand in the register of members
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
		53	<ul style="list-style-type: none"> 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 be made by his guardian or any one of his guardians Subject to the provisions of the Act and these Articles any person entitled under the of Transmission Clause to any shares may vote at any General Meeting in respect thereof as if he was the registered holder of such shares provided that at least forty eight hours before the time of holding the Meeting or adjourned Meeting as the case may be at which he proposes to vote he shall duly satisfy the Board of his right to such shares and give such indemnity if any as the Board may require unless the Board shall have previously admitted his right to vote at such Meeting in respect thereof
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
		54	<ul style="list-style-type: none"> No member shall be entitled in respect of any shares registered in his name to be present or to exercise any voting right on any question at any rights General Meeting or be reckoned in a quorum whilst any call or other sum presently payable to the Company in respect of such shares remains unpaid or the Company has exercised any right of lien
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
		55	<ul style="list-style-type: none"> No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which vote objected to is given tendered and every vote not disallowed at such Meeting shall be valid for all purposes Any such objection made in due time shall be referred to the Chairperson of the Meeting whose decision shall be final and conclusive
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
		56	<ul style="list-style-type: none"> Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class The Chairperson of any Meeting shall be the sole judge of the validity of every vote tendered at such Meeting
			Proxy
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
		57	<ul style="list-style-type: none"> a Any member entitled to attend and vote at a General Meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf for that Meeting A Proxy can act on behalf of Members not exceeding such number and holding in the aggregate not more than such percent of the total share capital of the Company carrying Voting Rights as may be prescribed by the Act b No member not personally present shall be entitled to vote on a show of hands unless such member is a Body Corporate present by proxy or by a representative duly authorised under the Act in which case such proxy or representative of a Body Corporate may vote on a show of hands as if he were a member of the Company
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
			<ul style="list-style-type: none"> a An instrument appointing a proxy shall be in the form as prescribed in the Act b The instrument appointing a proxy shall be in

		58	<p>writing and shall be signed by the appointer or his attorney duly authorized in writing If the appointer is a Body Corporate such instrument shall be under its Seal if any or be signed by an officer or an attorney duly authorised by it or by the persons authorised to act as the representative of such Company under the Article Subject to the provisions of the Act the instrument appointing a proxy and the power of attorney or other authority if any under which it is signed or a notarised copy of that power of attorney or authority shall be deposited at the Office of the Company not less than hours before the time for holding the Meeting or adjourned Meeting as the case may be at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid dlf any such instrument of appointment be confined to the object of appointing an attorney or proxy or substitute it shall remain permanently and for such time as the Board may determine in the custody of the Company and if embracing other objects a copy thereof examined with original shall be delivered to the Company to remain in the custody of the Company</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	59	<ul style="list-style-type: none"> Any instrument appointing a proxy to vote at a Meeting shall be deemed to include the power to demand or join in the demand for a poll on behalf of the appointer where a poll has not been ordered to be carried out electronically A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is given Provided that no intimation in writing of such death insanity revocation or transfers shall have been received by the Company at its Office before the commencement of the Meeting or adjourned Meeting at which the proxy is used In case of evoting a Member shall be deemed to have exercised his voting rights by himself even if any other person had voted using the login credentials of that Member
			Board of Directors
<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	<ul style="list-style-type: none"> Subject to the provisions the Act the number of Directors of the Company shall not be less than two or until otherwise determined by a General Meeting more than the maximum as may be permissible under the Act
<input type="checkbox"/>	<input checked="" type="checkbox"/>	61	<ul style="list-style-type: none"> The persons hereinafter named shall be First Directors of the company Rishi Sudhirbhai Shah Jayesh Naerendrakumar Desai Biren Chandrakant Shah It shall not be necessary for a Director to hold any share in the Company to qualify for the office of a Director
<input type="checkbox"/>	<input checked="" type="checkbox"/>	62	<ul style="list-style-type: none"> The Board shall arrange to maintain at the Office of the Company a Register in the form prescribed under the Act containing the particulars of Directors and Key Managerial Personnel It shall be the duty of every Director and other persons regarding whom particulars have to be maintained in such Registers to disclose to the Company any matters relating to himself as may be necessary to comply with the provisions of the Act The Company subject to provisions of the Act shall have the power to determine the

			directors whose period of office shall be liable to determination by retirement of directors by rotation or not
<input type="checkbox"/>	<input checked="" type="checkbox"/>	63	<ul style="list-style-type: none"> An individual may be appointed or reappointed to or hold the position of Chairperson of the Company and also its Managing Director or Chief Executive Officer as the case may be at the same time. The remuneration of the Directors shall in so far as it consists of a monthly payment be deemed to accrue from day to day. The remuneration payable to the Directors including any managing or whole-time Director or manager if any shall be determined in accordance with and subject to the provisions of the Act. In addition to the remuneration payable to them in pursuance of the Act the Directors may be paid all travelling hotel and other expenses incurred by them in attending and returning from meetings of the Board or any committee thereof or General Meetings of the Company or in connection with the business of the Company if any Director being willing shall be called upon to perform extra services or to make any special exertion for any of the purposes of the Company the Company in General Meeting or the Board shall subject as aforesaid remunerate such Director or where there is more than one such Director all or such of them together either by a fixed sum or by a percentage of profits or in any other manner as may be determined by the Board and such remuneration may be either in addition to or in substitution for the remuneration above provided.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	64	<ul style="list-style-type: none"> All cheques promissory notes drafts hundis bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed drawn accepted endorsed or otherwise executed as the case may be by such person and in such manner as the Board shall from time to time determine. Notwithstanding anything to the contrary contained in these Articles if the terms of agreement provide so long as any moneys remain owing by the Company to the Company financial Institutions which has obtained a certificate of registration under section of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act or any other Financial institution as may be notified under section A of the Finance Corporation or Credit Corporation or to any other Financing Company or body hereinafter referred to as Lenders out of any loans granted by them to the Company or so long as they continue to hold debentures in the Company by direct subscription or private placement or so long as the Lenders holds shares in the Company as a result of underwriting or so long as any liability of the Company arising out of any guarantee furnished by the Lenders on behalf of the Company remains outstanding the Lenders shall have a right to appoint from time to time any person or persons as Directors Wholetime or Non Whole time which Director or Directors are hereinafter referred to as Nominee Directors on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their places provided such rights accrue from a specific agreement executed by the Company. The Board of the Company shall have no power to remove from office the Nominee Directors. Subject as aforesaid the Nominee Directors shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company. The Nominee Directors so appointed shall hold the said office only so long as any moneys owing by the Company to the Lenders or so long as the

			<p>Lenders hold debentures in the Company as a result of direct subscription or private placement or so long as the Lenders holds shares in the Company as a result of underwriting or the liability of the Company arising out of any guarantee is outstanding and Nominee Directors so appointed shall ipso facto vacate such office immediately the moneys owing by the Company to the Lenders is paid off or of the Lenders ceasing to hold Debenture shares in the Company or on the satisfaction of the liability of the Company arising out of any guarantee furnished by the Lenders The Nominee Directors appointed under this Article shall be entitled to receive all notices of and attend all General Meetings Board meetings and of the meetings of the Committee of which the Nominee Directors is a member as also the minutes of such meetings The Company shall pay to the Nominee Directors sitting fees and expenses which the other Directors of the Company are entitled to but if any other fees commission moneys or remuneration in any form is payable to the Directors of the Company the fees commission moneys and remuneration in relation to such Nominee Directors shall accrue to the Lenders and shall accordingly be paid by the Company directly to the Lenders Any expenses that may be incurred by the Lenders or such Nominee Directors in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Lenders or as the case may be to such Nominee Directors Provided also that in the event of the Nominee Directors being appointed as whole time Directors such Nominee Directors shall exercise such powers and duties as may be approved by the Lenders and have such rights as are usually exercised or available to a Whole time Director in the management of the affairs of the Borrower Such Nominee Directors shall be entitled to receive such remuneration fees commission and moneys as may be approved by the Lenders</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	65	<ul style="list-style-type: none">Any Trust deed for securing debentures may if so arranged provide for the appointment from time to time by the Trustees thereof or by the holders of debentures of a person to be a Director of the Company and may empower such Trustees or holders of debentures or debenture stock from time to time to remove any Director so appointed A Director so appointed under this Article is herein referred to as Debenture Director and the term Debenture Director means a Director for the time being in office under this Article Such Director shall have all the rights and privileges of an ordinary Director of the Company except in so far as is otherwise provided for herein by the Trust Deed securing the Debentures or the deed creating the mortgage as the case may be 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 other provisions herein contained
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none">a Subject to the provisions of the Act the Board shall have power at any time and from time to time to appoint a person as an additional Director provided the number of the directors including additional director shall not at any time exceed the maximum strength fixed for the Board by the Articles Such person shall hold office only up to the date of the next annual General Meeting of the Company but shall be eligible for appointment by the Company as a Director at that Meeting subject to the provisions of the Act The Board may appoint an alternate Director to act for a Director hereinafter in this Article called the Original Director during his absence for a period of

		66	<p>not less than three months from India No person shall be appointed as an alternate Director for an independent Director unless he is qualified to be appointed as an independent Director under the provisions of the Act b An alternate Director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India c If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the alternate Director a If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course the resulting casual vacancy may be filled by the Board at its meeting b The Director so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated</p>
			Proceedings of the Board
<input type="checkbox"/>	<input checked="" type="checkbox"/>	67	<ul style="list-style-type: none"> The Directors may meet together as a Board for the conduct of business from time to time The Board may adjourn and otherwise regulate their meetings as they think fit A Director may and Manager or Chief Financial Officer or company secretary or any other person so authorised by the Board on the requisition of a Director shall at any time summon a meeting of the Board
<input type="checkbox"/>	<input checked="" type="checkbox"/>	68	<ul style="list-style-type: none"> a The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office b If no such Chairperson is elected or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting the Directors present may choose amongst themselves a Director to be Chairperson of the meeting
<input type="checkbox"/>	<input checked="" type="checkbox"/>	69	<ul style="list-style-type: none"> a The participation of Directors in a meeting of the Board may be either in person or through video conferencing or other audio visual means or any other means as may be prescribed by the Act b Every Director present at any meeting of the Board or of a Committee thereof shall sign his/her name in a book to be kept for that purpose c The quorum for a Board meeting shall be two-thirds of the total strength or two Directors whichever is higher or as provided in the Act d Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes of Directors present e In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote
<input type="checkbox"/>	<input checked="" type="checkbox"/>	70	<ul style="list-style-type: none"> The continuing Directors may act notwithstanding any vacancy in the Board so long as their number is not reduced below the quorum fixed by the Act for a meeting of the Board In the event the number of continuing Directors is reduced below the quorum fixed by the Act for a meeting of the Board the Directors may act for the purpose of increasing the number of Directors to that fixed for a quorum or of summoning a General Meeting and for no other purpose a The Board may subject to the provisions of the Act delegate any of its powers to committees consisting of such member or members of its body as it thinks fit b Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that

			may be imposed on it by the Board. The participation of Directors in a meeting of the Committee may be either in person or through video conferencing or other audio visual means or any other means as may be prescribed by the Act
<input type="checkbox"/>	<input checked="" type="checkbox"/>	71	<ul style="list-style-type: none"> a A Committee may elect a Chairperson of its meetings. If no such Chairperson is elected or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting the members present may choose one of themselves to be Chairperson of the meeting. A Committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present. In case of an equality of votes the Chairperson of the Committee shall have a second or casting vote.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	72	<ul style="list-style-type: none"> All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid or that they or any of them were disqualified or that his or their appointment had terminated be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director. Provided that nothing herein contained 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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	73	<ul style="list-style-type: none"> Save as otherwise expressly provided in the Act a resolution in writing signed whether manually or by secure electronic mode by a majority of the members of the Board or of a Committee thereof for the time being entitled to receive notice of a meeting of the Board or Committee shall be valid and effective as if it had been passed at a meeting of the Board or Committee duly convened and held.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	74	<ul style="list-style-type: none"> The Board shall cause the Board and the Committee minutes to be duly entered in a book provided for the purpose in accordance with the provisions of the Act.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	75	•
<input type="checkbox"/>	<input checked="" type="checkbox"/>	76	•
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> MANAGING DIRECTORS WHOLE TIME DIRECTORS Subject to the provisions of the Act the Board may from time to time appoint one or more of its Directors as Managing Directors. Wholetime Director of the Company either for a fixed term or without any limitation as to the period for which he is to hold such office but in any case not exceeding the time limit prescribed in the Act and may from time to time remove or dismiss him from office and appoint another in his place. The remuneration of a Managing Director and Wholetime Director shall from time to time be determined by the Board and may be paid by way of salary or commission or participating in profits or by way of any or all of those modes or in any other mode and shall be subject to the

	77	<p>limitations prescribed in the Act Subject to the general supervision control and direction of the Board and subject as hereinabove provided the Managing Director and/or Wholetime Director and/or Manager shall have the power to conduct and manage the business and affairs of the Company and shall have power and authority on behalf of the Company to acquire any properties rights and privileges and to make all purchases and sales and to enter into all contracts and execute all agreements or other documents and to do all other acts and things usual necessary or desirable in the management of the affairs of the Company or in carrying out its objects and shall have power to institute conduct defend compromise refer to arbitration and abandon legal and other proceedings claims and disputes in which the Company is concerned and shall have power to appoint and employ in or for the purpose of the transaction and management of the affairs and business of the Company or otherwise for the purposes thereof such managers experts secretaries chemists technicians engineers brokers lawyers clerks workmen servants and other employees as they shall think proper with such powers and duties and upon such terms as to duration of office remuneration or otherwise as they shall think fit and from time to time to remove and suspend them or any of them and generally to appoint and employ any person or persons in the services or for the purposes of the Company as they shall think fit upon such terms and conditions as they shall think proper b The Board may from time to time entrust to and confer upon a Managing Director or Whole time Director or Manager for the time being such of the powers exercisable by the Board under these Articles or by law as it may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as it thinks expedient and it may confer such power either collaterally with or to the exclusion of and in substitution for all or any of its powers in that behalf and may from time to time revoke withdraw alter or vary all or any of such powers Unless and until otherwise determined a Managing Director may exercise all the powers exercisable by the Board save such powers as by the Act or by these Articles shall be exercisable by the Board itself c The Managing Director and/or Wholetime Director and/or Manager shall have power to subdelegate all or any of the powers authorities and discretions for the time being vested in them and in particular from time to time to provide by the appointment of any attorney or attorneys for the management of any part of the affairs of the Company in such manner as they may think fit</p>
<input type="checkbox"/>	78	<ul style="list-style-type: none"> • CHIEF EXECUTIVE OFFICER MANAGER COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER Subject to the provisions of the Act a chief executive officer manager company secretary and chief financial officer may be appointed by the Board either for a fixed term or without limitation as to the period for which he shall hold such office at such remuneration and upon such conditions as it may think fit and any chief executive officer manager company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board The Board may appoint one or more chief executive officers for its multiple businesses a A Director may be appointed as chief executive officer manager company secretary or chief financial officer b The Board may from time to time subject to the provisions of the Act entrust to or confer upon the chief executive officer manager company secretary and chief

			financial officer for the time being such of the powers exercisable by him under these Articles or by law as they may think fit and may confer such powers 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 expedient and may from time to time revoke withdraw alter or vary all or any of such powers
			The Seal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	79	<ul style="list-style-type: none"> Subject to the provisions of the Act the Board shall provide a Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and shall provide for the safe custody of the Seal for the time being and it shall not be used except by the authority of the Board or a Committee thereof and in the presence of any one of the Directors or the Secretary or Chief Financial Officer or such other persons as may be authorised by the Board or Committee who shall sign every instrument or deeds to which the Common Seal is affixed
			Dividends and Reserve
<input type="checkbox"/>	<input checked="" type="checkbox"/>	80	<ul style="list-style-type: none"> a The Company in General Meeting may declare dividend but no dividend shall exceed the amount recommended by the Board but the Company in General Meeting may declare a lesser dividend b Subject to the provisions of the Act the Board may from time to time pay to the members such interim dividend as appears to it to be justified by the profits of the Company subject to the requirements of the Act
<input type="checkbox"/>	<input checked="" type="checkbox"/>	81	<ul style="list-style-type: none"> a The Board may before recommending any dividend set aside out of the profits of the Company such sums as it thinks fit as a reserve which shall at the discretion of the Board be applied for any purpose to which the profits of the Company may be properly applied including provision for meeting contingencies or for equalising dividends and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments other than shares of the Company as the Board may from time to time think fit b The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve c The declaration of the Board as to the amount of the net profits of the Company shall be conclusive
<input type="checkbox"/>	<input checked="" type="checkbox"/>	82	<ul style="list-style-type: none"> Subject to the rights of persons if any entitled to shares with special rights as to dividend all dividend shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the Company dividend may be declared and paid according to the amounts of the shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	83	<ul style="list-style-type: none"> Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act Dividend may be paid either by electronic mode or by cheque Demand Draft warrant If paid by cheque Demand Draft warrant the same needs to send through the post directly to the registered address of the holder or any other permissible means

			in the case of joint holders to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct Every such cheque demand draft or warrant shall be made payable to the order of the person to whom it is sent
<input type="checkbox"/>	<input checked="" type="checkbox"/>	84	<ul style="list-style-type: none"> The Board may if they think fit call upon the members when applying for dividend to produce their share certificates to such person authorized by them in that behalf
<input type="checkbox"/>	<input checked="" type="checkbox"/>	85	<ul style="list-style-type: none"> Any one of two or more joint holders of a share may give effective receipts for any dividend bonuses or other monies payable in respect of such share No member shall be entitled to receive payment of any dividend in respect of any share on which the Company has a lien or whilst any amount due or owing from time to time to the Company either alone or jointly with any other person in respect of such share or on any other account whatsoever remains unpaid and the Board may retain apply and adjust such dividend in or towards satisfaction of all debts liabilities or engagements in respect of which the lien exists and of all such money due as aforesaid
<input type="checkbox"/>	<input checked="" type="checkbox"/>	86	<ul style="list-style-type: none"> The Board may retain dividend payable upon shares in respect of which any person is under the Transmission Clause herein before contained entitled to become a member until such person shall become a member in respect of such shares No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share
<input type="checkbox"/>	<input checked="" type="checkbox"/>	87	<ul style="list-style-type: none"> No dividend shall bear interest against the Company The waiver in whole or in part of any dividend on any share by any document whether or not under dividend Seal shall be effective only if such document is signed by the member or the person entitled to the share in consequence of the death or bankruptcy of the holder and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board
<input type="checkbox"/>	<input checked="" type="checkbox"/>	88	<ul style="list-style-type: none"> Any General Meeting declaring a dividend may make a call on the member of such amount as the Meeting fixes but so that the call on each member shall not exceed the dividend payable to him and so that the call may be made payable at the same time as the dividend and the dividend may if so arranged between the Company and the member be set off against the call A transfer of share shall not pass the right to any dividend declared thereon before the registration of the transfer As regards all dividend unpaid or unclaimed the Company shall comply with the provisions of the Act
			Accounts
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> The Board shall keep or cause to be kept at the Office of the Company or at such place in India as it thinks fit proper books of accounts in respect of all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place all sales and purchase of goods by the Company and the assets and liability of the Company the items of cost if any as specified in the Act i Proper books of account shall

		89	<p>also be kept at each branch office of the Company whether in or outside India relating to the transactions of that office and proper summarised returns made up to dates at intervals of not more than three months shall be sent by each such branch office at the Office of the Company or the other place referred to in i above</p> <p>iii The books of account referred to in i and ii above shall be such books as are necessary to give a true and fair view of the state of affairs of the Company or such branch office and to explain its transactions</p> <p>iv The books of accounts and other Books and Papers shall be open to inspection by any Director during business hours on all working days</p> <p>v The Board shall comply in all respects with the provisions of the Act</p> <p>The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be kept open for the inspection by the members not being Directors</p> <p>ii No member not being a Director shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board or by the Company in General Meeting</p> <p>a Subject to provisions of the Act at every annual General Meeting of the Company the Board shall lay before the Company Financial Statements for each financial year</p> <p>b The Financial Statements shall give a true and fair view of the state of affairs of the Company at the end of the period of the account</p> <p>Financial Statements shall comply with the provisions of all applicable laws</p> <p>c The Financial Statements shall be signed in accordance with the provisions of the Act</p> <p>The Board shall make out and attach to every Balance Sheet laid before the Company in General Meeting a Report of the Board which shall comply with the requirements of the Act and shall be signed in the manner provided in the Act</p>
			Winding up
<input type="checkbox"/>	<input checked="" type="checkbox"/>	90	<ul style="list-style-type: none"> Subject to the applicable provisions of the Act If the Company shall be wound up whether voluntarily or otherwise the liquidator may with the sanction of the Company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the Company whether they shall consist of property of the same kind or not ii For the purpose aforesaid the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members iii The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary but so that no member shall be compelled to accept any shares or other securities whereon there is any liability
			Indemnity
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> Subject to the provisions of the Act and other applicable laws every Director managing Director whole time Director manager chief financial officer company secretary and any other officer of the Company shall be indemnified by the Company out of the funds of the Company to pay all costs losses and expenses including travelling expense which such Director manager chief financial officer company secretary and any other officer may incur or

		91	<p>become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director manager chief financial officer company secretary or officer or in any way in the discharge of his duties in such capacity including expenses</p> <p>Subject as aforesaid every Director managing director manager chief financial officer company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court Subject to the provisions of the Act and other applicable laws the Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors officers and such other persons as may be permitted by law for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted in good faith</p>
			Others
<input type="checkbox"/>	<input checked="" type="checkbox"/>	92	<ul style="list-style-type: none"> • GENERAL POWER Wherever in the Act or other applicable laws it has been provided that the Company shall have any right privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles then and in that case this Article authorises and empowers the Company to have such rights privileges or authorities and to carry out such transactions as have been permitted by the Act without there being any specific Article in that behalf herein provided <p>SECURITY CLAUSE No Member or other person not being a Director shall be entitled to visit or inspect any works of the Company or to require discovery of any information in respect of any detail of the Company's working 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 business of the Company and which in the opinion of the Board would be inexpedient in the interest of the Company to disclose without the prior written permission of the Directors Chief Financial Officer or Company Secretary or such other senior person as may be authorised for such purpose</p>

Subscriber Details

S. No.	Subscriber Details				
	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated
1	Torrent Power Limited CIN: L31200GJ2004PLC044068 Reg Office: "Samanvay", 600 Tapovan, Ambawadi Ahmedabad 380015 Saurabh Rameshbhai Mashruwala Address: NB-3, New Goyal Park, Judges Bungalows Road, Vastrapur Ahmedabad 380015	01786490	Ahmedabad	<small> Saurabh Rameshbhai Mashruwala RAJESHCHANDRA MASHRUWALA DRA MASHRUWALA 14/08/2023 </small>	01/08/2023

	Occupation: Service				
2	NISARG BIMALBHAI SHAH 901, Kalasagar Appartment Nr. Jodhpur Char Rasta, Satellite Ahmedabad Gujarat 380015 India Occupation: Service	08812336	Ahmedabad	NISARG BIMALBHAI SHAH Digitally signed by NISARG BIMALBHAI SHAH Date: 2023.08.01 14:07:08 +05'30'	01/08/2023

Signed before me						
Name Prefix (ACA/FCA/ACS/ FCS/ACMA/ FCMA)	*Name of the witness	*Address, Description and Occupation	*DIN / PAN / Passport number / Membership		DSC	Dated
ACS	Rajesh Gopaldas Parekh	104, Ashwamegh Avenue, Near Mithakhali Underbridge, Navrangpura, Ahmedabad, Gujarat-380009 Practicing Company Secretary	8073	Ahmedabad	Rajesh Gopaldas Parekh Digitally signed by Rajesh Gopaldas Parekh Date: 2023.08.01 14:07:08 +05'30'	01/08/2023

