

(The Companies Act, 1956)
(Company Limited by Shares)

Memorandum

And

Articles of Association

Of

Manikaran Power Limited

THE COMPANIES ACT, 1956
(COMPANY LIMITED BY SHARES)

**MEMORANDUM OF ASSOCIATION
OF
MANIKARAN POWER LIMITED**

- I. The name of the Company is **MANIKARAN POWER LIMITED**.
- II. The registered office of the company will be situated in the state of Jharkhand.
- III. The objects for which the Company is established are:

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

- 1) To carry on in India or elsewhere the business to generate, receive produce, improve, buy, sell, resell, acquire, use, transmit, accumulate, employ, distribute, develop handle, protect, supply and to act as agent, broker, representative, consultants, collaborator, or otherwise to deal in electric power in all its branches of such place or places as may be permitted by appropriate authorities by establishments of thermal power plants, hydel power plants, and other power plants based on any source of energy as may be developed or invented in future.
- 2) To construct, lay down, establish, promote, erect, build, install, commissions, carry out and run all necessary power substations, work shops, repair shops, wires cables transmission lines, accumulators, street lights for the purpose of conservation, distribution, and supply of electricity of participating industries, state electricity boards and other boards for industrial, commercial, domestic, public and other purposes and also to provide regular services for repairing and maintenance of all distribution and supply lines.
- 3) To acquire concessions, facilities or licenses from electricity boards, government, semi governments or local authorities for generation, distribution, production, transmission or use of electric power and to take over along with all moveable and immovable properties, the existing facilities on mutually agreed terms from aforesaid authorities and to do all acts and things necessary for the attainment for foregoing objects.

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

1. To buy, sell manufacture, repair, alter and exchange, let on hire, export, import, deal in all kinds of articles and things which may be required for the purpose of any

of the business in this memorandum contained, or commonly supplied or dealt in by persons on public bodies engaged in any such business or which may seem capable of being profitably dealt in connection with any of the said business in which the company is authorized to carry on business.

2. To advance, deposit or lend money, securities and property (not amounting to the business of banking as defined under the Banking Regulation Act, 1949) to or with such persons, firms or bodies corporate as the company thinks fit, and in particular to customers and others having dealings with the company and on such terms as may seem expedient, and other negotiable or transferable securities or documents and to guarantee performance of any contract by any such persons.
3. To guarantee the payment of money secured by or payable under or in respect of bonds, debentures, contracts, mortgages charges, obligation and other securities of any company or any authority, central, state, municipal, local or otherwise or otherwise of any of any persons whomsoever, whether incorporated or not.
4. To acquire whether by purchase or otherwise or any other business or undertaking or part thereof with such liabilities, obligations or privileges as may be agreed upon and to keep the same or dispose it of or party retain the benefit of such acquisition and dispose of the other part and portion thereof on such terms and conditions as may be deemed fit
5. To purchase, acquire and undertake the whole or any part of the business, goodwill, property, rights assets and liabilities of any company, firm, Hindu undivided family or person carrying on or proposing to carry on any business similar to that of this company or possessed of the property or rights suitable for any of the purposes of this company.
6. To provide employment opportunities to the educated unemployed persons by providing avenues for employment to suitable persons in the various fields of activities of the of the Company and to provide for Welfare of employees or ex-employees of the company and the wives and families or the dependants or connections of such persons by building or contributing to the building of house or by grant to money, pensions, allowances, compensation or other payments or from time to time, by creating and subscribing or contributing to provident fund and other funds, institutions or trusts and by subscribing or contribution towards place of instruction recreation hospitals and dispensaries, medical and other assistance as the Company shall think fit.
7. To pay all or any costs, charges and expenses whatsoever preliminary incidental or relating to promotion, formation, registration or establishment of this or any other company and to remunerate by commission, discount or otherwise any person or company for services rendered in placing or assisting to place the capital, debenture or securities.
8. To purchase or otherwise acquire shares of other companies or debenture or others securities of companies carrying on similar business or businesses analogous to the

objects of this company or of any other company and to retain the same or dispose of or sell the same or part thereof as may be advantageous to the business or interest of the company.

9. Subject to section 391 to 394 of the Companies Act & M.R.T.P. Act to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person(s) or company(s) or Government or corporation owned by the Central and/or State Government (s) carrying on or engaged in or about to carry on or engage in any business or transaction which this company is authorized to carry on or engage in or to amalgamate with any other company having objects altogether or in parts similar to those of the Company and to guarantee the contracts of or otherwise assist or subsidize any such person or company or government or corporation and to place, take or otherwise acquire, to be increased in, hold, sell, deal in and dispose of share, shares, stocks, debentures and other securities of any such company.
10. To promote, form and register, and aid in the promotion, formation of any Company or companies subsidiary or otherwise for the purpose of acquiring all or any of the property, rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to transfer to any company and property or the Company and to be interested in or take, or otherwise dispose of share debenture and other securities in or of any such Company and to subsidize or otherwise assist any such Company.
11. To distribute in specie or kind or otherwise if so considered fit among the members or the Company any assets or properties of the company including its share, debenture or other securities of and other company formed to take over the whole or any part of the assets, properties or liabilities of this company, however subject to compliance of applicable provisions of Law.
12. To establish, maintain and promote any agency or branch offices of the company in India or elsewhere and to regulate the same or discontinue the same.
13. To sell or subject or otherwise dispose off any license, privilege, concession or contract entered into by the company or to enter into any agreement with any other company in connection with the undertaking and business of the company having objects similar to the objects of this company.
14. To enter into any agreement or arrangement with any authority, Government, local, body, port trust, or other institution, provincial or otherwise which may be considered beneficial for or conducive to the objects of the company or any of them and to obtain from such authority or authorities any concession, privileges, license and licensees and sublet or dispose off the same or exercise any right relating thereto as may be beneficial or conducive to the object of the company.
15. To apply for purchase or otherwise acquire, protect and renew in any part of the world such patents license, concession, patent rights, trademark designs, and the

like, conferring, any exclusive or non exclusive or limited right to their use, any secret or other information regarding any invention or research which may seem capable or being used for any of the purposes of the company or the acquisition of which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company in connection with its business and to use, develop or grant license in respect thereof, or otherwise turn to account the rights or information so acquired and to spend money in experimenting upon testing or improving any such patents rights, or inventions.

16. To lease, let out or hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part of the undertaking of the company or any land, business property, rights or assets of any kind of the company or any shares or interest there is respectively in such manner and for consideration as the company may think fit, and in particular for shares or debentures or securities of any other body corporate having objects altogether or in part similar to those of the company. The Company shall not do non-banking financial business.
17. To invest, withdraw and reinvest or deal with the fund or other moneys of the company which may not be required by it for the time being or which may be usefully employed in such investments whether secured and or unsecured.
18. Subject to the provision of section 58A of the Act and directions of R.B.I. from time to time to receive money on deposit and to borrow or otherwise take loan whether on promissory note, bond, hundi, bill of exchange or other security for the purposes of the company or to guarantee any debt of loan, advanced to any other other person or company as may be considered necessary whether directly / indirectly to carry on business of the company. To issue debenture on the assets or other undertaking of the company or on the security of uncalled capital of the company as may be for necessary or expedient in the interest of the company but not amounting to banking business defined under the Banking Regulations Act, 1949. The Company shall not do Nidhi, Chit Fund, Mutual Benefit and NBFC activities.
19. To give on loan money to such person or persons, partnership firm offers Hindu Undivided Family or families, or other company whether on society or otherwise, as may be be conducive to the interest of company but not connected to Banking business as defined under Banking Regulation Act, 1949.
20. To draw, accept, discount bill of excchange, cheques, hundies and to make, execute or issue promissory notes or cheques or other negotiable instrument or to accept endorse any bill of lading, warrants or issue debenture or other transferable instrument for or on behalf of the company.
21. To do such other things as may be considered as incidental or conducive to the fulfilment of the main objects of company or any of them.

(C) OTHER OBJECTS:

1. To generate, accumulate, transmit, distribute, purchaser, sell and supply electricity power or any other energy from conventional/non conventional energy sources on a commercial basis and to construction, lay down, establish, operate and maintain power/energy generating stations, including buildings, structures, works, machineries, equipments, cables, and to undertake or to carry on the business of managing, owning, controlling, erecting, commissioning, operating, running leasing or transferring to third person/s, Power plants and Plants based on conventional or conventional energy sources, solar energy Plants, Wind energy Plants, Mechanical, Electrical, Hydel, Civil engineering works and similar projects.
2. To carry on business as manufacturers, producers, processors, makers, converters, assemblers, fabricators, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in all apparatuses and things required for or capable of being used in connection with the generation, distributions, supply, accumulation and employment of electric and to light cities, towns, streets, docks, markets, theatres, buildings and places, with public and private, suppliers and dealers in electrical and other appliances.
3. To carry on business as manufacturers, producers, makers, converters, assemblers, fabricators, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, sub-agents, merchants, distributors, consignors, jobbers, brokers, concessionaires for otherwise deal in all kinds of electrical appliances, energy saving devices and household applications and specialised equipments required for Defence Railways, telecommunication department, civil aviation and banks.
4. To establish, promote and run trade association in India and abroad in the matters relating to regional, national or international interest and to promote, regulate and develop trade, transport, industry, science healthcare, food, environment, social welfare, housing, insurance, communication aviation, finance, entertainment, art, banking and other objects of social, economical, commercial, defence and general importance and to participate, delegate, and organise, seminars, workshops, meetings, training centres, classes and lectures for attainment of the above objects.
5. To carry on the business of an investment company and to buy, sell, hold, underwrite, invest in finance, acquire whether by to buy, sell, hold, underwrite, invest in finance, acquire whether by way of direct subscription, market purchase or otherwise, trade in and deal in odd lot shares, debenture, debenture stock, bonds, gold bonds, unit, whether for own business or for commission, brokerage or otherwise for any other person firm or body corporate, paid, unpaid partly paid shares, stocks, stocks, bonds, debentures, debenture stocks, obligations and securities of all kinds issued or guaranteed by any public or private company, body corporate, government, state, dominion, sovereign, ruler, commissioners, public body or authority, state, dominion, sovereign, ruler, commissioners, public body or authority supreme, municipal, local or otherwise firm or person whether in India or elsewhere.

6. To carry on all or any of the businesses of designers, manufacturers, installers, maintainers, repairers of and dealers on electrical and electronic appliances and apparatus of every description, and of and in radio, television and telecommunication requisites and suppliers, teletext and view data receivers, and electrical and electronic apparatus, appliances, equipment and stores of all kinds.
7. To carry on the business of electricians, mechanical engineers and manufacturers, workers, and dealers in electrical and electronic apparatus and goods and the manufacture, sale of hire of apparatus or goods to which electricity or any other motive power may be applied.
8. To design, develop and hold public exhibitions of electrical and electronic machinery and appliance.
9. To carry on the business of electrical engineers, contractors, or advisors in setting up power plants, development of electricity systems etc.
10. To carry on the business of electrical engineers, electricians, engineers, contractors, manufacturers, suppliers, of and dealers in electrical and other appliances cables wire lines, dry cells, accumulators and distribute, supply electricity for the purpose of light, heat, motive power and for all other purposes to which electrical energy can be employed.
11. To purchase, hold and acquire mines, mining leases, mining rights, mining claims and to explore, work, exercise, develop and turn to account all sorts of major and minor minerals, working of deposits of all kinds of minerals and subsoil materials and to crush, win, set, quarry, smelt, calcine, refine, dress, amalgamate, manipulate and prepare for the market, metals and mineral substances of all kinds.
12. To manufacture, generate, produce, sell, dispose off and deal in industrial gases for heating and lighting, gas, steams heat light or any other motive power obtained by incinerating, burning forest refuse, wood and plants.
13. To undertake and execute, in India or in any part of the world, turn key projects for electrical installations, air conditioning, refrigeration, heating, cooling, ventilation, humidification, sanitary, thermal and acoustic insulation work.
14. To invest in, acquire, hold, underwrite, sell or otherwise deal in shares, stocks, debentures, debenture stocks, bonds, negotiable instruments, securities of any company, Government, Public Body or Authority municipal or local bodies, whether in India.
15. To act as consultants, management consultants, and to provide advice, services, consultancy in various fields, general administrative, secretarial, commercial, financial, legal, economic, labour, economic, public relations, scientific, technical, direct, and indirect taxation and other levies, statistical, accountancy, quality control and data processing.

IV. The liability of the Members is limited.

V. The Authorized Share Capital of the Company is Rs. 5,25,00,000/- (Rupees Five Crores Twenty Five Lakh Only) divided into 52,50,000 (Fifty Two Lakh Fifty Thousand) Equity Shares of Rs. 10/- each with power to increase and reduce the share capital of the company and to cancel any number of unallotted shares and to divide the shares in the capital for the time being into different classes and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined in accordance with the regulations of the company & subject to provisions of Sec. 80, 100, 106 & other applicable provisions of the Act & the company may alter the conditions of its Memorandum relation to share capital in account with sec. 94 of the Companies Act, 1956.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this **Memorandum of Association** and respectively agree to take the no. of shares in the capital of the company set opposite our respective names.

Sl. NO	Name, Father's name address, description and occupation of the subscribers	No of shares taken by each subscriber	Signature of the subscriber	Signature of witness with description address and occupation
1.	JASBIR SINGH KALSI, S/O Harnam Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	10000		
2.	NAVJEET SINGH KALSI S/O Jasbir Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	10000		
3.	JASMEET SINGH KALSI S/O Jasbir Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		
4.	SUMEET SINGH KALSI S/O Jasbir Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		
5.	GURMEET KALSI w/o Jasbir Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		
6.	AMRITA KALSI w/o Navjeet Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		
				Witness to the all signatories
				JEEVAN KUMAR DAS S/o Late Bhagwan Das Jeevan House Sonagar Colony Namkum, Ranchi (Advocate)

Sl. NO	Name, Father's name address, description and occupation of the subscribers	No of shares taken by each subscribers	Signature of the subscribers	Signature of witness with description address and occupation
7.	JAGJYOT KALSI w/o Jasmeet Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		
8.	KOMAL KALSI w/o Sumeet Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		

PLACE : Ranchi

DATE :

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
MANIKARAN POWER LIMITED

Preliminary

1. Unless the context otherwise requires, words or expressions contained in these Regulations shall bear the same meaning as in Companies Act, 1956 of any Statutory modifications thereof in force at the date at which these regulations become Binding on the Company.
2. The provisions of the Companies Act, 1956 including Table 'A' shall apply to the Company, so far as the same are not altered, modified, repeated or added hereunder and as are applicable to a Limited Company.
3. The Company is a Limited Company within the meaning of Section 3 (1) (iv) of the Companies Act, 1956 and accordingly
 - (a) Reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or reenacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision;
 - (b) Reference to the singular includes a reference to the plural and vice versa;
 - (c) Reference to any gender includes a reference to all other genders.
 - (d) Headings are included only for convenience and shall not affect meaning;
 - (e) References to persons include bodies corporate, unincorporated associations and partnerships and any reference to any party who is an individual is also deemed to include their respective legal personal representatives; and
 - (f) Unless the context (or this or the preceding article) otherwise require, words or expressions bear the same meaning as in the Act on any statutory modification thereof in force on the date at which these Articles become binding on the company.

Share Capital

4. The Authorized Share Capital of the Company is Rs. 5, 25, 00,000/- (Rupees Five Crores Twenty Five Lakh Only) divided into 50, 25,000 (Fifty Lakh Twenty Five Thousand) Equity Shares of Rs. 10/- (Rupees ten) each with the power to increase, reduce or vary the capital under such terms and conditions and with such rights and privileges annexed thereto in conformity with the provisions of the Companies Act, 1956.
5. The board of Directors in their absolute and uncontrolled discretion may issue and allot shares or otherwise dispose of the same to such persons on such terms and conditions and at such times as they think fit and with full power to issue either at a premium or in consideration of services rendered for the company credited as fully or partly paid up.
6. Save as herein otherwise provided the company shall be entitled to treat the registered holders of any share as the absolute owner here to and accordingly shall not save as ordered by the Court of competent jurisdiction or by statute required, bound to recognize any trust, benami, equitable, contingent or other claim to or interest in such share on the part of any other persons.
7. Every member shall be entitled to get one certificate for all shares he holds under the common seal of the Company and shall be signed by two Directors including Managing Director, if any the Secretary, or some other persons authorized by the Board for this purpose. The Board of Directors may on the request of the members of the company may give several certificates for their holdings.
8. If a certificate is work out or lost, it may be reviewed or replaced on payment of Rs. 2/- upon proof thereof to the satisfaction of the Board of Directors and on such indemnity being given as the Board of Directors may deem adequate.
9. A certificate in respect of shares registered in the names of two or more persons shall be delivered to the person first named in the Register or any of them.

Forfeiture of Share

10. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of the call installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as it unpaid, together with interest which may have accrued.
11. The notice aforesaid shall:-
 - (a) Name of further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on before which the payment required by the notice be to be made and

- (b) State that, in the event of non-payment on or before the day so named the shares in respect of which the call was made, will be liable to be forfeited.
12. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
13. (i) A forfeited share may be sold or otherwise disposed off on such terms and in such manner as the Board may think fit.
- (ii) At any time before sale or disposal, as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit.
14. (i) a person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company, all moneys, which at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
- (ii) The liability of such person shall cease if and when the Company shall have received payment in full of such moneys in respect of the shares.
15. (i) A duly verified declaration in writing that declarant is a Director, the Manager or the Secretary of the Company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
- (ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favor of the persons to whom the share is sold or disposed off.
- (iii) A transferee shall there upon be registered as the holder of the share.
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeited sale or disposal of the shares.
16. The provisions of these Articles as to forfeiture shall apply in the case nonpayment of any sum which by the terms of issue of a share become payable at a fixed time whether on the nominal value of the shares or by way of premium as if the same had been payable by virtue of a call duty made and notified.

Transfer and Transmission of Shares

17. The right of members to transfer their share shall be restricted as follows:

- (a) A share may be transferred by a member or other person entitled to transfer to a member selected by the transfer or but save as aforesaid, and may save as provided by sub-clause (c) and (f) hereof, no share shall be transferred to a person who is not a member so long as any member is willing to purchase the same at the fair value as fixed in accordance with clause 24 hereof.
 - (b) Except where transfer is made in pursuance to sub clause (c) and (f) hereof, the person proposing to transfer any share shall give notice in writing to the company that he desire to transfer the same and shall constitute the company as his agent for share. A transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each other. A transfer notice shall not be revoked except with the sanction of the Board of Directors.
 - (c) The Company shall within the period of Sixty days after being served with a transfer notice, search a purchasing member and shall give notice thereof to the proposing transferor. He shall be bound upon on payment of the fair value fixed in accordance with clause 24 hereof to transfer share to the purchasing members.
 - (d) If the proposing transferor, after having become bound as aforesaid makes default in transferring the share, the company may receive the purchase money and shall cause, the name of the purchasing member to be entered in the register as the holder of the share and power, the validity of the proceeding and/or transfer shall not be questioned by any person.
 - (e) If the Company shall not ,within the period of sixty days after being served with a transfer notice find the purchasing member and give notice accordingly, the proposing transferor shall at any time within three months afterwards be at liberty, subject to article 19 hereof, to sell the share to any person at any price.
 - (f) Any share may be transferred by a member to his child through his guardian or other issue, son, daughter, son-in-law, father, brother, sister, nephew, niece spouse of such member and any share of deceased member may be transferred by his executors or administrators to any child through his guardian or other issue, son, daughter, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece widow or widower of such deceased member and share standing in the name of the trustee of the will of any deceased may be transferred upon any change of trustees to the trust for the time being of such will.
18. The board of Directors may decline to register any transfer of share not fully paid or on which company has lien. In case the shares are not fully paid up, the Board of Directors may refuse to a transferee to whom they do not approve. The Board of Directors may also refuse to register a transfer of shares without assigning any reason thereof and where the instrument of transfer is not accompanied by the certificate of the share to which it relates.

19. Subject to the provisions of the Companies Act, 1956, the Board of Directors may register or refuse the proposed transfer of shares.
20. No fee shall be charged for transfer of shares duly approved by the Board of Directors.
21. Subject to the provision of the Companies act, Company in general meeting may ask any member doing anything subversive or injurious to the objects or interest or reputation of the company to transfer his share after having afforded to him an opportunity of being heard in the matter.
22. Any person becoming entitle to a share in consequence of the death or insolvency of member shall, upon such evidence being produced as may be required by the Board of Directors has the right either to be registered as a member in respect of the share or shares or to make such transfer of the share or shares as the deceased or the insolvent member could have made. But in the case of a share registered in the names of two or more holders, the survivors or survivor shall be the only persons or person recognized by the company having any title to the shares.
23. No shareholder shall mortgage or create any charge against his share except with the previous approval of the Board. When any shareholder intends to borrow against his share he shall notify his intention to the Board of Directors and shall make necessary arrangements with the member of the company. But in the event of failure to make arrangement with any member of the company, he shall make arrangement with such person acceptable to the Board of Directors.

Fair value of share

For the first year, the face value of shares shall be its fair value. For the subsequent year the the Board of Directors will annually fix up fair value of a share on the basis of auditor's report and in consideration of the annual balance sheet. The fair value of a share once fixed up, shall hold good till a new one be determined by the Board of Directors. Every shareholder of the company shall accept the fair value of a share, as annually determined by the board of Directors. The Board may take the help of auditors of the company in ascertaining the fair value of shares, but in this respect the auditors shall be considered to be acting as experts and not as arbitrators and accordingly the Arbitration Act, 1940 shall not apply.

General Meeting

25. In addition to any other meetings, the company shall hold a general meeting which shall be styled as its Annual General meeting. The First Annual Meeting of the company shall be held within 18 months of its incorporation. The next annual general meeting shall be held within 6 months after other expiry of the financial year in which the first Annual General Meeting is held. The succeeding Annual General Meeting shall be held within 6 months after the expiry of each financial year PROVIDED HOWEVER that the Company may for any special reason, have the time extended by the registrar for the holding of the meeting and PROVIDED

FURTHER that except as aforesaid, not more than Fifteen months shall elapse between the date one Annual General Meeting and that of the next.

26. Every Annual General Meeting shall be called for a time during the business hours on a day that is not a Public Holiday and shall be held either at the registered office of the Company or at such other place within the city, town or village in which the Registered office of the company is situated for the time being, and the notice calling the meeting shall specify it as the Annual General Meeting.
27. The Board may convene Extra-ordinary General Meeting, whenever the company thinks fit. Extra ordinary General Meeting may also be called by members on requisitions as provided u/s 169 of the Companies Act.
28. Every annual general meeting shall be competent to receive and consider the profit and loss account, the balance sheet and the reports of the Directors and of the Auditors, and to sanction and declare dividends in terms of these Articles and to select and fix the number of Directors and Auditors and fix the further remuneration of the Directors (if any) and the remuneration of the Auditors and shall also be competent to enter upon, discuss and transact any business whatsoever of which special mention shall have been made in the notice upon which the meeting was convened.
29. Two members personally present shall be the quorum for the meeting of the Company and if within an hour from the time appointed for holding a meeting of the Company the quorum is not present, the meeting if called upon the requisition of members shall stand dissolved. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place by the Chairman on behalf of the Board, or as may be determined.
30. No business shall be transacted at any general meeting for which prior notice has not been given to the members except the election of chairman while the chair is vacant.
31. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
32. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of an equal of votes the chairman shall, both on the show of hands and at a poll (if any) have a second or casting vote in addition to the other votes to which he may be entitled as a member.
33. A General Meeting including Annual General Meeting will ordinarily be called after giving 21 days notice by the Directors. If they think fit they may convene such meeting by giving a shorter notice thereof in terms of section 171 of the Companies Act, 1956. It shall also not be necessary for directors to annex explanatory statement to the notice calling a general meeting as is otherwise required under Section 173 (2) of the Companies Act, 1956.

34. A Company or Corporation which is a member of the Company may, by a resolution of the Board of Directors or other Governing Body, authorize any of its officials or any other person, of the Company. Any person so authorized by resolution aforesaid shall be entitled to exercise the same rights and powers on behalf of the Company or the Corporation to which he represents as if he were individual member.

Vote of Members

35. (a) On a show of hands every member present in person shall have one vote and We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association and respectively agree to take the no. of shares in the capital of the company set opposite our respective names.
- (b) On a poll the voting rights of members shall be as laid down in section 179 of the Companies Act 1956.
36. In the case of equality of votes whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote provided that before exercising the right to a second or casting vote the chairman of the meeting shall direct that a show of hands to take place before exercising his right to a second or casting vote.
37. Any business other than that upon which a poll has been demanded may be preceded while pending the taking of the polls.
38. (a) The instrument appointing a proxy and the power of attorney or other authority if any under which it is signed or a notarially certified copy of that power of authority shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than 24 hours before the time appointed for taking the poll and in default the instrument of proxy shall not be treated as valid.
- (b) An instrument appointing a proxy may be made in the usual or common form or any other form approved and accepted by the Directors.
39. (a) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (b) Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

Directors

40. Unless otherwise determined by the company in General Meeting the number of directors shall not be less than three and not more than twelve.
41. The first Directors of the Company shall be:
 1. JASBIR SINGH KALSI
 2. NAVJEET SINGH KALSI
 3. JASMEET SINGH KALSI
 4. SUMEET SINGH KALSI
 5. GURMEET KALSI
 6. AMRITA KALSI
 7. JAGJYOT KALSI
 8. KOMAL KALSI
42. The aforesaid Directors will be the permanent Directors of the Company and will not be liable to retire by rotation.
43. The qualification of directors shall be the holding of shares in the company of face value of Rs. 10,000/- in his own name or jointly with others. A Director may act before acquiring his qualification shares, but must acquire the same within two months of his appointment or election as director. A special director or an Additional director or a legal or technical director or a director nominated by the Central or State Government or debenture holders and/or any credit institution shall not be required to any qualification shares.
44. Whenever special necessity occurs to have technical or expert advice or whenever the directors deem otherwise expedient in the interest of the Company, they may co-opt any one or more persons as special or Technical or Additional Directors for such time and on such remuneration as the Board of Directors may determined, whether such person or persons be shareholder or not. The special or Additional Directors appointed under this articles, and will be counted for the purpose of making up maximum number of Directors hereby prescribed and will not be liable to retire by rotation. The special/Additional Directors shall not be required to hold any qualification shares.
45. The above mentioned special or Technical Directors shall have such power and privileges and duties as the Board of Directors determine and shall hold office as long as the necessity exists or otherwise at the discretion of the Board of Directors.
46. Unless otherwise determined by the company in General Meeting, each Director may be paid out of the funds of the company a sum not exceeding Rs. 100/- for every meeting attended by him in addition to halting, travelling and other out of pocket expenses properly incurred by him for attending such meeting. The rules in this regard may be framed by the Board of Directors from time to time.

47. A director may contract with the company and being interested in any contract made with the company, shall not be liable to account for any profit made by him by person of any such Directors in such contract be declared to the Board before the same is entered into and the Directors concerned may vote same is entered into and the Directors concerned may vote in respect of such contract or arrangement subject to the provisions of section 297 and 299 of Companies Act, 1956.
48. If Director or Directors being willing, shall be called upon by the Board of Directors to work as Managing Director, Technical Director, director-in-charge of production and/or sale and/or administration and/or finance and/or distribution and/or purchase or in any other capacity and to perform any extra service for the company or to make any special exertions in going or residing away from the registered office of the company or from his usual address in giving special attention to the business of the company as a member of the committee of the Board, the Board may remunerate such Director or Directors in addition to halting, travelling and other out of pocket expenses for doing either by way of fixed sum or by a percentage of profit or both or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled subject to section 314 of the Companies Act, 1956. Beside this the Directors shall be reimbursed all the travelling, hotel entertainment or other out of pocket expenses incurred by him/them in the course of promoting or carrying on the business of the Company.
49. The Company may be ordinary resolution of which special notice has been given in accordance with section 190 of the Companies Act, remove any director before the expiry of his period notwithstanding anything in these regulations or in any agreement between the company and such Director.

Retirement and election of Director

50. At every Annual General Meeting of the Company one third (excluding the permanent directors as specified in Articles Clause 42) of the Directors or if their number is not three, or in multiples of three then the number nearest to one third shall retire from office, The retiring directors shall be eligible for re-election by the shareholder in the annual general meeting.
51. The Directors liable to retire by rotation shall be those who have become directors on the same date, those who are to retire shall in default of any subject to any agreement among themselves be determined by lot.
52. That the Annual General Meeting at which a Director retires as aforesaid, the company may fill up the vacancy by appointing the retiring director or some other person thereto.
53. That the company may from time to time by ordinary resolution increase or reduce the number of directors within the limit fixed as per clause 40 of these Articles.

Borrowing Powers

54. The Board of Directors, may, from time to time, raise or borrow any sum of money for and on behalf of the company from the member or other persons, i.e. financial institution, firms, companies or bank or they may themselves advance money to the company on such terms and conditions as may be approved by the Board of Directors.
55. The Board of Directors may borrow any sum by mortgaging or creating a charge on company's properties, fixed assets both movable and immovable book, debt, stock in trade, bills and other assets on such terms and conditions, which they feel conducive and in the best interest of the company.
56. The Board of Directors may raise and secure the repayment of such money on such conditions as they think fit and in particular by issuing of Debentures or bonds of the company or by creating debenture stock or by making, drawing accepting or endorsing on behalf of the company any promissory note or bills of exchange or giving or issuing any other security of the company or by mortgage or charge of all or any part of the properties of the company both present and future including its uncalled capital for the time being and they may on behalf of the company guarantee the whole or any part or any loans, debts incurred by the company or secure the guarantor against the liabilities in respect of such loan by means of mortgage or charge on the company's properties movable or immovable or otherwise.
57. Any debenture or other securities may be issued by the Board of Directors at a discount premium or otherwise and may so named that the same shall be assignable free from equities between company and the original or any immediate holders, subject to section 117 of the Companies Act, 1956.

Directors Meeting

58. Three Directors or 1/3rd of the total strength present in person, whichever is higher, shall be the quorum for a meeting of Directors.
59. Any Directors and/or any other person authorized by the Board on that behalf may at any time convene a meeting of Directors.
60. Save as otherwise expressly provided in the Act, a resolution in writing and signed by all the Directors shall be as valid and effective as if it has been passed at a meeting of Directors.

Powers and Duties of Director

61. Subject to the provision of the companies Act, 1956 the Board of Directors of the company shall be entitled to exercise all such powers and to do all such act and things as the company is authorized to exercise and do, provided that the Board of

Directors shall not exercise any power or do any act which can only be exercised by the members at general meeting.

62. Without prejudice to the powers conferred by Article above, it is hereby expressly declared that Board of Directors powers shall include the following that is to say:

- (a) To pay cost, charge and expenses preliminary and incidental to the promotion and incorporation of the company.
- (b) To purchase, take on lease, or acquire other property, assets (tangible or intangible, moveable or immovable), rights and privileges on behalf of the company.
- (c) To let on lease or hire, sell or dispose off any property, assets of the company.
- (d) To ensure the fulfillment of contract or engagement entered into or about to be entered into by mortgage or charges of all or any of the properties of the company.
- (e) To pledge the credit of the company.
- (f) To institute, conduct, defend, compound, abandon any legal proceedings by or against the company or concerning the affairs of the company and compound or to allow time or payment on pre-satisfaction of any claim of the company.
- (g) To refer any claim by or against the company to Arbitration and to appoint arbitrators on behalf of the company.
- (h) To enter into, carry on, rescind, vary all or any financial arrangement with banks and other persons and to open accounts and operate upon the accounts with banks and others.
- (i) To make draw, sign, accept and endorse for and on behalf of the Company bills of exchange, promissory notes, cheques, hundies, securities bonds, documents of title, negotiable, non-negotiable transferable and non-transferable instruments and documents.
- (j) To make and give receipts, release and other discharges on behalf of the company.
- (k) To sign all documents on behalf of the company.
- (l) To invest the funds of the company and
- (m) Subject to the provisions of section 292 of the act to delegate their powers, authorities to any officer, director, Chartered Accountants, Technical advisor or any other person whether in the employment of the company or not, and to authorize the delegates to execute, where necessary, special or general powers

of the attorney, and to authorize the delegates to execute such documents in case of further delegation of such powers and authority.

Managing Directors, Whole time Executive Director and Management

63. Subject to the supervision and control of the Board of Directors the business of the company shall be carried on by Managing Director/Managing Director's Deputy Managing Director and or more whole-time directors.
64. Subject to the provisions of section 197A of the Act, the Directors may from time to time appoint or re-appoint one or more of their body as Managing Director or working Director or to the office of a manager of the company either for a fixed term or without any limitation as to the period, which he is or they are to hold such office and may from time to time remove or dismiss him or them from office and appoint other in his or their place or places.
65. That in addition to the usual remuneration of an ordinary director, the remuneration of the managing director and/or while time functional directors shall be fixed by the Board and may be by way of fixed salary and perquisites or commission or participations in profits or partly in one way and partly in another, otherwise subject the provisions of sections 314 of the Companies Act, 1956. Besides this, the Managing Director and/or whole time director shall be reimbursed all the travelling, hotel, entertainment and other out of pocket expenses reasonably incurred by him/them in course of promoting or carrying on the business or the Company or in any other manner approved by the Board of Directors from time to time.
66. The Board of directors may from time to time, subject to the provisions of section 292 of the Companies Act, 1956 entrust to and confer upon the Managing Director/whole time Director/Directors such of the powers exercisable by the Board of Directors as they think fit and may confer such powers upon such terms and conditions and with such restrictions as they think expedient and their powers either collateral with or to the exclusion of or to the substitution of all they may confer or any of the power of the directors on their behalf.

Common Seal

67. The Board of Directors shall provide for the safe custody of the common seal of Company. The seal shall only be used by the authority of a resolution of the Board of directors and every instrument to which the seal be affixed shall be signed by at least one Director preferably Managing Director or whole time Director, if any, in whose presence the same shall be affixed.

Accounts

68. That, subject to the provision of section 209 of the Companies Act the Board of Directors shall keep proper books of accounts with respect to:
- (a) All sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure took place.
 - (b) All sales and purchase of goods by the Company.
 - (c) The assets and liabilities of the company.
 - (d) Such particulars relating to utilization of labour or material or to other items of cost as may be required and prescribed by the Central Government in this regard.
69. The books of accounts shall be kept at the registered office of the company or at such other place as the Board of Director shall think fit and shall be open to the inspection of the Directors and others duly authorized under any provision of Act on all working days during business hours.
70. The Board shall from time to time determine whether and to what extent and at what times and places, under what conditions or regulations the accounts and books of the company, or any of them shall be open to the inspection of the Directors and others duly authorized under any provisions of the Act on all working days during business hours.
71. 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 open to the inspections of members not being directors.

Audit

72. Auditor or Auditors shall be appointed and their right and duties shall be regulated in accordance with Section 224 to 233 of the Act.
73. The first Auditors of the Company shall be appointed by the Board within one month of the date of registration of the company and the Auditor or Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting; provided further that if the Board fails to exercise its powers under the Articles, the Company in General meeting may appoint the first Auditors.

Dividends

74. The Board of Directors may retain any dividends on which the company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagement in respect of which the lien exists.
75. The dividend may, subject to the provisions of the Companies Act, also be paid in Cash or by cheque or by money order sent through the post or by merely crediting the amount of dividend in the personal account of the share holder.

Secrecy

76. Every Director, Manager, Trustee, Member of Committee, Servant, Agent, Accountant or other persons employed in the business of the company shall if so required by the Board of Directors before entering upon his duties sign a declaration pledging himself not to reveal any of the matters which may come to his knowledge in the discharges of his duties except when required so to do by the Board of Directors by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
77. Save as expressly provided in Act, no member or other person (Not being a Director) shall be entitled to enter the property or inspect or examine the Company's premises, properties or the books of the Company without the permission of the Board of Directors for the time being or to require discovery of or any information respecting any details of the Company's business or any other which is or may be in the nature of a business secret, mystery of trade or the secret process of any matter whatsoever which in the opinion of the Board or Managing Director will be expedient in the interest of the Company to communication to the public.

Indemnity

78. Subject to the provision of section 201 of the Companies Act. every Director, Auditor, and other officers or servants of the company shall be indemnified by the Company to pay all costs, expenses or losses which the Director or any such officer or servant may incur or become liable to, by reason of any contract entered into or act or thing done by them or him as such or in any way in the discharge of their or his duties including travelling expenses.
79. Subject to the provisions of section 201 of the Companies Act, no director or other officer of the company shall be liable for the act, receipts, neglected or defaults of any other Director or for joining in any receipt, or other act for the sake of conformity or for any loss or expenses happening to the Company through insufficiency/deficiency of any security or investment in or upon which any of the moneys, securities or effects shall be deposited or for any loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or relating there to unless the same happen through his own negligence, default, mischief, or dishonesty.

Arbitration

80. Whenever any difference or disputes relating to the interpretation of the articles arise between the Company on the one hand and any of the members, their executors, administrators or vis-à-vis assignees on the other hand or the Directors or the Managing Director, the same shall be referred to arbitrator mutually agreed or arbitrators one to be nominated by each disputant and their decision shall be binding on the parties concerned. In case arbitrators are unable to decide amongst themselves on the points referred to them, they shall refer to an umpire appointed as provided under Arbitration Act.

Winding up

81. If the Company shall be wound up, the surplus assets shall (subject to any right attached to any special class of shares forming part of the capital for the time being of the company) be applied first in repayment of capital part up on the equity shares, and that the excess (if any) shall be distributed among the members holding equity shares in proportion to the number of equity shares held by them respectively at the commencement of winding up.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this **Articles of Association** and respectively agree to take the no. of shares in the capital of the company set opposite our respective names.

Sl. NO	Name, Father's name address, description and occupation of the subscribers	No of shares taken by each subscriber	Signature of the subscriber	Signature of witness with description address and occupation
1.	JASBIR SINGH KALSI, S/O Harnam Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	10000		
2.	NAVJEET SINGH KALSI S/O Jasbir Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	10000		
3.	JASMEET SINGH KALSI S/O Jasbir Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		
4.	SUMEET SINGH KALSI S/O Jasbir Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		
5.	GURMEET KALSI w/o Jasbir Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		Witness to the all signatories
6.	AMRITA KALSI w/o Navjeet Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		JEEVAN KUMAR DAS S/o Late Bhagwan Das Jeevan House Sonagar Colony Namkum, Ranchi (Advocate)

Sl. NO	Name, Father's name address, description and occupation of the subscribers	No of shares taken by each subscribers	Signature of the subscribers	Signature of witness with description address and occupation
7.	JAGJYOT KALSI w/o Jasmeet Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		
8.	KOMAL KALSI w/o Sumeet Singh Kalsi "SPRINGDALES" Kilburn Colony, Hinoo, Ranchi-2 Business	5000		

PLACE : Ranchi

DATE :