MEMORANDUM

OF

ASSOCIATION

OF

FUJIYAMA POWER SYSTEMS LIMITED

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

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

I hereby certify that FUJIYAMA POWER SYSTEMS PRIVATE LIMITED is incorporated on this Twenty ninth day of November Two thousand seventeen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares

The Corporate Identity Number of the company is U31909DL2017PTC326513.

The Permanent Account Number (PAN) of the company is **AADCF2634F** *

Given under my hand at Manesar this Twelfth day of December Two thousand seventeen .

DS MINISTRY OF CORPORATE AFFAIRS 01

Digital Signature Certificate
Mrs. ANJALI POKHRIYAL

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 www.mca.gov.in

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

FUJIYAMA POWER SYSTEMS PRIVATE LIMITED
53A/6, NEAR NDPL GRID OFFICE,NEAR METRO, STATION,
INDUSTRIAL AREA,, SAT GURU RAM SINGH MARG, New Delhi,
Delhi, India, 110015

* as issued by the Income Tax Department

Gaurav Keswani & Associates
M. No.-A41159
C.P. No.-15313
Company Secretaries

12/03/2019

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

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

Certificate of Incorporation Consequent upon conversion to public company

Corporate Identity Number: U31909DL2017PLC326513

IN THE MATTER OF FUJIYAMA POWER SYSTEMS PRIVATE LIMITED

I hereby certify that FUJIYAMA POWER SYSTEMS PRIVATE LIMITED which was originally incorporated on TWENTY NINETH day of NOVEMBER TWO THOUSAND SEVENTEEN under Companies Act, 2013 as FUJIYAMA POWER SYSTEMS PRIVATE LIMITED and upon an intimation made for conversion into public company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the ROC, CPC vide SRN AB1756338 dated 13/11/2024 the name of the said company is this day changed to FUJIYAMA POWER SYSTEMS LIMITED

Given under my hand at ROC, CPC this TWENTIETH day of NOVEMBER TWO THOUSAND TWENTY FOUR

Document certified by DS CPC 1
<VIVEK.MEENA@GOV.IN>
Digitally signed by
DS CPC 1
Date: 2024.11.20 09:58:30 IST

Brijesh Kain

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

Central Processing Centre

Note: The corresponding form has been approved by Brijesh Kain, Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies and this letter has been digitally signed by the Registrar through a system generated digital signature under rule 9(2) of the Companies (Registration Offices and Fees) Rules, 2014

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

FUJIYAMA POWER SYSTEMS LIMITED

53A/6, NEAR NDPL GRID OFFICE,NEAR METRO STATION, INDUSTRIAL AREA, NA, SAT GURU RAM SINGH MARG, New Delhi- 110015, Delhi

[PURSUANT TO SCHEDULE I

(SEE SECTIONS 4 AND 5) TO THE COMPANIES ACT,

2013)]FORM NO. INC-33

MEMORANDUM OF ASSOCIATION

OF

A COMPANY LIMITED BY SHARES

FUJIYAMA POWER SYSTEMS LIMITED

1. **The Name of the Company is FUJIYAMA POWER SYSTEMS LIMITED.**

2. **The Registered office of the company will be situated in the State of Delhi-DL**

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

1. To manufacture, develop, design, assemble, repair, impart, export, buy, sell, hire, supply or otherwise deal in all models, shapes, sizes, capacities and varieties of consumer electronics durable and home appliances such as geysers, televisions, air conditioners, electronic motors, juicers, mixer grinder, gas stove, chimney, Electric heater, food processor, iron, washing machine, microwave, mobiles, mobile accessories, music system and other similar products, their consumables, parts, accessories, components, fitting whether as wholesalers, retailers, agents, sub agents, distributors or otherwise.

2. To carry out business activities including the manufacturing, assembly, and sale of Solar Energy Solutions, Products & Parts such as solar panels, solar batteries, and solar inverters, along with E-Mobility Products & Parts like E-rickshaw chargers and E-rickshaw batteries, thereby contributing to the advancement of sustainable energy solutions. Additionally, the Company will engage in the trading of various electrical appliances, including LED lights, LED Televisions, and ceiling fans, with the aim of providing high-quality, energy-efficient products to consumers.

3. To conduct research and development in renewable energy technologies and electric transportation, while offering installation, maintenance, and repair services for all products it manufactures or trades. Furthermore, the Company seeks to collaborate with government bodies and non-governmental organizations to promote clean energy initiatives and enhance environmental sustainability. To achieve these objectives, the Company will undertake any other activities that are necessary or incidental to fulfilling its primary goals.

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

1. To participate in trade exhibitions whether domestic or international.
2. To acquire and takeover any business or undertaking carried on, upon or in connection with/without any land or building which the Company may desire to acquire as aforesaid or become interested in and the whole or any of the assets and liabilities of such business or undertaking and to carry on the same or to dispose or remove or put an end thereto.
3. To acquire purchase, start, run, erect and maintain lands, building, factories, foundries, workshops, mills, cold storage, plants, equipments, machineries, plants and tools, industrial undertaking of any kind, warehouse, cellars, vaults, wagons, branch offices, depots and showrooms for the business of the Company.
4. To form, promote, subsidize, organize and assist or aid in forming, promoting, subsidizing, organizing or aiding companies, syndicates and partnership of all kinds for the purpose of acquiring and undertaking any properties and liabilities of this Company or for advertising directly the objects thereof, which this Company may think expedient.
5. To acquire from and/or give to any person, firm or body corporate incorporated whether in India or elsewhere, technical information, know-how, process, engineering, manufacturing and operating data, plants, lay outs and blue prints useful for the design, erection and operation of plant required for any of the businesses of the Company and to acquire any grant or licenses and other rights and benefits in the foregoing, matters and things.
6. To pay to promoters such remuneration and fees and otherwise re-compensate them for their time and for the service rendered by them.
7. To invest any surplus moneys of the Company not immediately required for the purpose of its business in such investments or securities as may be thought expedient, including securities issued and/or guaranteed by Central or State Government corporations, trusts and financial institutions.
8. To carry out in any part of the world all any part of the Company's objects as principal, agent, factor, trustee, contractor either alone or conjunction with any other person, firm, association, corporate body, Municipality province, State or Government or colony or dependent thereof.
9. To secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgage, charges upon the undertaking and all or any of the assets and properties (present and future) and the uncalled capital of the Company or by the capital creation and issue on such terms as may be thought expedient of debenture stock or other securities of any

description or by the issue of shares credited as fully or partly paid up.

10. To purchase or otherwise acquire, sell, dispose off, concerns and undertaking, mortgages, charges, annuities for certain period or on deferred basis, patents, licenses, securities, concessions, policies, book debts and claims, any interest in real or personal property and any claims against such property or against any person or Company.

11. To amalgamate, enter into partnership or into any arrangements for sharing profits or losses, union of interest, co-operation, joint ventures or reciprocal concessions with any person or company carrying on or engaged in or about to carry on or engage in or which can be carried on in conjunction therewith or which is capable of beings conducted so as directly or indirectly to benefit the company and to give or accept by way of consideration for any of the acts or things aforesaid or properties acquired, any shares, debentures, debenture - stock or securities that may be agreed upon and to hold and retain or sell, mortgage and with any shares, debenture-stock or securities so received.

12. To negotiate, enter into agreements and contracts or collaborate with foreign companies, firms and individuals for getting or supplying and procuring financial or technical assistance, know-how in the marketing, importing and exporting of any of the products.

13. To become member of and to communicate with Chamber of Commerce and other mercantile and public bodies throughout the world and to advise on, concert, promote and support measures for the protection, advancement, growth of commerce and industry and for protection and welfare of persons engaged therein.

14. To guarantee the due performance and discharge by receivers, liquidators, committees, guardians, executors administrators, trustees, attorneys, brokers and agent of their respective duties and obligations.

15. To take or hold mortgages, liens and charge, to secure the payment of the purchase price or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by Company or any money due to the Company from the purchaser and others.

16. To contract with lease holders, borrowers, lenders, annuitants and other for the establishment, accumulations, provisions and payment of sinking funds, renewal funds, redemption funds and any other special funds and that either in consideration of lump sum or of annual premium or otherwise and generally on such terms and conditions as may be arranged.

17. To undertake and execute any trust or discretion the undertaking whereof may seen desirable and the distribution amongst the beneficiaries, pensioners or other persons entitled to thereof, any income, capital annuity or other sums of moneys or other

properties whether periodically or otherwise and whether in money in specie in furtherance of any trust, discretion or other obligation or permission.

18. To lend surplus money to and guarantee the performance of the obligations of and the payment of interest on any stocks, shares and securities of any company, firm or person in any case in which such loan or guarantee may be considered likely to directly or indirectly to further the objects of this company and generally to give any guarantee whatsoever which may be demand likely, directly or indirectly to bank to benefit the company or its members.

19. To train and get trained to and/or pay training for the employees both present and future, for and in connection with the business of the company.

20. To take such steps as may be necessary to give the Company the same rights and privileges in any part of the world as are possessed by local companies or partnership of similar nature.

21. To apply for tender, purchase or otherwise acquire and contracts, subcontracts, licenses and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake, execute, carry-out, dispose off or otherwise turn to account the same.

22. To dedicate, present or otherwise dispose of either voluntarily or for value any property of the Company deemed to be of national, public or local interest to any national trust, public body, museum, corporation or authority or any trustees for or on behalf of the same or on behalf of the public.

23. To promote, assist or take part and appear or lead evidences before any Commission, investigation, inquiry, trial or hearing whether public or private relating to matters connected with any trade business or industry.

24. To promote co-operation, hold conference, organize and participate in meetings, maintain bureau, carry on correspondence, arrange discussions, symposiums an debates, prepare statements, reports and articles relating to any and all matters of interest to the Company.

25. To form, manage, join or subscribe to any syndicate, pool or cartel for the business of the Company.

26. Subject to the provisions of the Companies, Act, 1956 and any amendment thereof, to distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property in the event of winding up.

27. To enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise or any person or company that may seem conducive to the Company's objects or any of them and to obtain from any such Government, authority, person or company any rights, privileges, charters, licenses and concession which the Company

may think fit and desirable to obtain and to carry out, exercise and comply therewith.

28. To apply for, promote and obtain any act, charter, order regulation, privilege concession, license or authorization of any Government, State or municipality or any authority or any corporation or any public body which may be empowered to grant for enabling the Company to carry on its objects into effect or for extending any of the powers of the Company or for affecting any modification of Company's constitution or for any other purpose which may seem expedient and to oppose any bills, proceedings application which may seem calculated directly or indirectly to prejudice the Company's interest and to appropriate any of Company's shares, debentures, debenture stock or other securities and assets to defray the necessary costs charges and expenses thereof.

29. To apply for, purchase or otherwise acquire, use, protect and renew in any part of the world any patents, patent rights, brevets, invention, trade-marks designs, licenses, copy rights, concession 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 purposes of the Company or acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise,

30. Develop or grant licenses 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.

31. To establish, provide, maintain conduct or otherwise subsidies, assist research laboratories and experimental workshops for scientific and technical researches and experiments and to undertake and carry on the scientific and technical researches, experiments and tests of all kinds and to promote studies and research, both scientific and technical, investigations and inventions by providing, subsidizing, endowing or assisting laboratories, workshops, libraries, the remuneration of scientific or technical professors of teachers and by providing for the award of scholarships, prizes and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations experiments, tests and inventions of any kind that may be considered likely to assist any of the businesses which the Company is authorized to carry on.

32. 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 Company's objects or otherwise and in particular to remunerate any person or corporation introducing business to this Company and also to subscribe, contribute or otherwise assist or guarantee money for charitable, scientific, religious or benevolent, national, public, cultural, educational or other institutions or object or for any exhibitions for any public general or other objects.

33. To establish, aid, support or/and in the establishment and support of association, institutions, funds, trusts, private or public, for the benefit of its employees or ex-employees Directors, ex-Directors of the Company or its connections in business and for persons having dealing with the Company or dependents, relatives or connections of such persons and in particular friendly or other benefit societies and grant pensions, allowances, gratuities and bonuses either by way of annual payment or lump sum and to make payment towards insurance and to form and contribute to provident and other benefit funds for such persons and to provide for the welfare of Director, ex-Director and employees and ex-employees of the Company and the wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grant of moneys, pensions, allowances, bonuses or other payments and to provide or subscribe or contribute towards places of instructions and recreations, hospitals, dispensaries, holiday-homes, medical and other attendance and other assistance as the Company shall think fit.

34. To refer or agree to refer any claims, demands, disputes or any other questions by or against the Company or in which the Company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the Company and third parties to arbitration in India or any places outside India and to observe and perform awards made thereon and to do all acts, deeds, matters and things to carry out or enforce the awards, in accordance with the provisions of Indian Arbitration Act

35. To pay all preliminary expense of any company promoted by the Company or any company in which the Company is or may contemplate being interested and preliminary expenses may include all or any part of the costs and expenses of owners of any business or property acquired by the Company.

36. To enter into joint sector arrangements with any person, body or corporate whether in India or abroad for the business of the Company.

37. To pay, out of the funds of the Company, all expenses which the Company may lawfully pay with respect to the promotion, formation and registration of the Company or the issue of capital including brokerage and commission for obtaining applications for taking, placing or underwriting of shares, debentures, debenture-stocks or other securities of the Company.

38. To pay for any rights or properties acquired by the Company and to pay or to remunerate any person or company for service rendered or to be rendered in placing or assisting to place or guaranteeing the placing of shares in Company's capital or any debentures, debenture-stocks or other securities of the Company or in or about the formation or promotion of the company or acquisition of properties by the Company for the purpose of the Company whether by cash payment or by

the allotment of shares, debentures, debenture-stocks or other securities of the Company credited as paid-up in full or in part or otherwise as the case may be.

39. To open current or fixed accounts with any bank, bankers, shroff or merchants and to pay into and draw money from such accounts and to draw, make endorse, discount and execute all types of negotiable instruments.

40. To insure the whole or any part of the property and personnel of the Company either full or partially, to protect and indemnify any part or portion thereof either on mutual, principal or otherwise.

41. To employ experts to investigate and examine into conditions, value, character and circumstances of any business, concerns and undertakings having similar objects and generally of any assets properties or rights.

42. To carry on any branch of a business whether in India or outside India which this Company is authorized to carry on by means or through the agency of any subsidiary Company or companies and to enter into any arrangement with such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on or for finance any such subsidiary, guaranteeing its liabilities or to make any other arrangement which seem desirable with reference to any business or branch to be carried on including the power and provision at any time either temporarily or permanently to close any such branch or business.

43. To take part in the management, supervision, conduct and control of the business or operations of any company or undertaking having similar objects and for that purpose to appoint and remunerate the Directors, trustees, accountants or other experts, personnel or agent for any of such operations or purposes.

44. To purchase, take on lease or exchange, hire or otherwise, acquire and dispose off any immovable or movable properties, real or personal of all kinds and of any rights or privileges which the Company may think necessary or convenient for the purpose of its business and either to retain the properties so acquired for the purpose of the Company's business or to turn the same to account as may seem expedient.

45. To accept as consideration for or in lieu of the whole or any part of the Company's properties either land or cash or Government security or securities guaranteed by Government or shares in joint stock companies or partly the one and partly the other and such other properties or securities as may be determined by the Company and to take back or acquire the properties so disposed of by repurchasing or taking lease the same at such price and on such terms and conditions as may be agreed upon by the company.

46. To let on lease or license or on hire purchase or to lend any properties belonging to

the Company and to finance for the purpose of any article or articles whether made by the Company or not, by way of loans or by hire-purchase system.

47. To sell, purchase, mortgage, grants, easements and other rights over and in any other manner deal with the undertakings, properties, assets, both movable and immovable, rights, effects of the Company or any part thereof whether real personal for such consideration as the Company may think fit and in particular for shares, debentures, debenture-stock, securities of any other company whether or not having objects all together or in part similar to those of the Company and to make advances upon the security of land and/or buildings and/or other properties movable and/or any interest therein.

48. To invest any moveable or immovable properties, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the company and with or without any declared trust in favour of the Company.

49. To undertake and execute any contracts for works for the business of the Company.

50. To alienate, transfer, gift, donate, settle any property of the company with or without consideration to any person including any trust whether public or private, discretionary or specific either by revocable or irrevocable transfer or settlement and upon such terms and conditions as the Company may deem fit.

51. To explore, examine, investigate, test, make, experiment, obtain report, opinion of experts, certificates, analysis, surveys, plans, descriptions and information in relation to any property or right which the Company may acquire or become interested in or may propose to acquire or with the view of discovering properties or rights which company may acquire or become interested in and to engage, employ, pay fees to retain the services of and send to any part or the world agents, explorers, technical experts, engineers, lawyers and counsels.

52. To adopt such means of making known the business/activities of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publications of books and periodicals and by granting prizes, rewards and donations.

53. To undertake, carry out, promote, sponsor, contribute or assist in any activity, project for rural development including any program for promoting the social and economic welfare of or the upliftment of the people in rural area irrespective whether the Company has any business dealings in such areas or not to incur any expenditure or use any of the assets and facilities of the Company on any program or project or activity or rural development and to assist execution and promotion thereof either directly or in association with any other company or person or organization or through an independent agency or in any manner as the Company may deem fit in order to implement any of the projects or programs or activities of

rural development, to transfer without consideration or at such fair or concessions value and divert the ownership of the properties of the Company to or in favour of any public or local body, authority, Central or State Government or any public institution or trust or fund.

54. To raise or borrow money from time to time for any of the purposes and objects of the Company by receiving advances of any sum or sums with or without security upon such terms as the Directors may deem expedient and in particular by taking deposits from or open current accounts with any individual or firms including banks and financial institutions or any other agency the agents of the Company, whether with or without giving the security or by mortgaging or selling or receiving advances on the sale of any lands, building, machineries, goods or other properties of the Company or by the issue of the debentures or debenture-stocks, perpetual (both present and future) including its uncalled capital or by such other means as Directors may in their absolute discretion deem expedient.

55. Subject to Section 58A of the Companies Act and Rules framed there under and the directives issued by Reserve Bank of India to borrow or raise money or to take money on loan on interest from Banks, financial institutions, government agencies, co-operative societies, persons, companies, firms in such manner as the Company may think fit and in particular by the issue of debentures or debenture stock convertible into shares of this Company or perpetual annuities and in security of any such money borrowed raised or received to mortgage, pledge, hypothecate, or charge the whole or any part of the properties (movable or immovable) assets or revenue of the Company present or future including its uncalled capital by special assignment or to transfer or to convey the same absolutely or in trust and to give the lenders power of sale and other powers as may be deemed expedient and to purchase, redeem or pay off any such securities. The Company shall not carry on any banking or insurance business which may fall within the purview of Banking Regulation Act, 1949 or the Insurance Act, 1938, respectively.

56. To guarantee the payment of money secured or unsecured by or payable under or in respect of any promissory notes, bonds, debenture stock, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, central, state, municipal, local or of any person whomsoever whether incorporated or not incorporated and generally to guarantee or become securities for the performance of any contracts or obligations of any person, firm or company and to guarantee the repayment of loan with interest availed from Financial institution/s, Banks, Private Financiers, availed by the person, company, firm, society, trust or body corporate.

57. To manufacture or get manufactured, sell, trade, buy, represent and or deal in all kinds of home and kitchen appliances, air conditioners, water purifiers, geyser

whether using electric power or solar energy without limiting the generality of the foregoing and to run and maintain plants and machinery for manufacture of aforesaid appliances.

58. To do all and everything necessary suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporate bodies, firms, or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of, connected with the aforesaid business or powers, or any, parts thereof, provided the same be not inconsistent of the Union of India.

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.

5. #The Authorised Share Capital of the Company is INR 125,00,00,000/- (Rupees One Hundred and Twenty Five Crores only) divided into 125,00,00,000 (One Hundred and Twenty Five Crores) Equity shares of INR 1 (Rupee One) each.

A. Amendment to Clause V approved by the members in the Extra-Ordinary General Meeting held on May 21, 2018.

V. The Share Capital of the Company was increased from Rs. 10,00,000/- {Rupees Ten Lakh only) divided into 1,00,000 (Rupees one Lakh Only} Equity shares of Rs. 10/- [Rupees Ten only] each to Rs. 125,00,00,000/- (Rupees One Hundred Twenty-Five Crores only) divided into 1,50,00,000 (One Crores Fifty Lakh only) equity Shares of Rs. 10 (Rupees Ten only) each and 1,10,00,000 (One Crore Ten Lakhs only) 1% Convertible Preference shares of Rs. 100/- (Rupees Hundred only) each.

B. The consent to amendment the Memorandum of Association by adding the following as sub-clause in the main Object clause of the Memorandum is approved by the members in the Extra-Ordinary General Meeting held on June 14, 2019.

3. *To manufacture, develop, design, assemble, repair, impart, export, buy, sell, hire, supply or otherwise deal in all models, shapes, sizes, capacities and varieties of consumer electronics durable and home appliances such as geysers, televisions, air conditioners, electronic motors, juicers, mixer grinder, gas stove, chimney, Electric heater, food processor, iron, washing machine, microwave, mobiles, mobile accessories, music system and other similar products, their consumables, parts, accessories, components, fitting whether as wholesalers, retailers, agents, sub agents, distributors or otherwise.*

C. The consent to substitute the existing Clause-V of Memorandum of Association of the

Company is approved by the members in the Extra-Ordinary General Meeting held on June 30, 2023.

"Clause V: The Authorised Share Capital of the Company is Rs. 125,00,00,000/- (Rupees One Twenty Five Crores) comprising of Rs. 16,11,48,500/- (Rupees Sixteen Crore Eleven Lakh Forty-Eight Thousand Five Hundred Only) divided into 1,61,14,850/- (Rupees One Crore Sixty-One Lakh Fourteen Thousand Eight Hundred Fifty Only) Equity shares of Rs. 10/- (Rupees Ten only) each and Rs.108,98,51,500/- {Rupees One Hundred Eight Crore Eighty- Eight Lakh Fifty-One Thousand Five Hundred only) divided into 1,08,88,515 (Rupees One Crore Bight Lakh Eighty-Eight Thousand Five Hundred Fifteen only) Preference shares of Rs. 100/- (Rupees Hundred) each."

D. The consent to substitute the existing Clause-V of Memorandum of Association of the Company is approved by the members in the Extra-Ordinary General Meeting held on March 14, 2024.

"Clause V: The Authorised Share Capital of the Company is Rs.125,00,00,000/- (Rupees One Twenty Five Crores) comprising of Rs.40,78,59,700/- (Rupees Forty Crore Seventy Eight Lakh Fifty Nine Thousand Seven Hundred Only) divided into 4,07,85,970/- (Rupees Four Crore seven Lakh Eighty Five Thousand Nine Hundred Seventy Only) Equity shares of Rs. 10/- [Rupees Ten only) each and Rs. 84,21,40,300/-(Rupees Eighty Four Crore Twenty One Lakh Forty Thousand Three Hundred Only] divided Into 84,213,403 (Eighty Four Lakh Twenty One Thousand Four Hundred and Three) Preference Shares of Rs.100/- {Rupees Hundred) each."

E. The consent to substitute the existing Clause-V of Memorandum of Association of the Company is approved by the members in the Extra-Ordinary General Meeting held on May 27, 2024.

"Clause V: The Authorised Share Capital of the Company is Rs. 125,00,00,000/- (Rupees One Twenty Five Crores) divided into 12,50,00,000 [Twelve Crore Fifty Lakh) Equity shares of Rs. 10/- (Rupees Ten only) each."

F. The consent to amend the Clause 3(a) and Clause 3(b) in Memorandum of Association is approved by the members in the Extra-Ordinary General Meeting held on October 10, 2024.

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

1. *To manufacture, develop, design, assemble, repair, impart, export, buy, sell, hire,*

2. *supply or otherwise deal in all models, shapes, sizes, capacities and varieties of consumer electronics durable and home appliances such as geysers, televisions, air conditioners, electronic motors, juicers, mixer grinder, gas stove, chimney, Electric heater, food processor, iron, washing machine, microwave, mobiles, mobile accessories, music system and other similar products, their consumables, parts, accessories, components, fitting whether as wholesalers, retailers, agents, sub agents, distributors or otherwise.*

3. *To carry out business activities including the manufacturing, assembly, and sale of Solar Energy Solutions, Products & Parts such as solar panels, solar batteries, and solar inverters, along with E-Mobility Products & Parts like E-rickshaw chargers and E-rickshaw batteries, thereby contributing to the advancement of sustainable energy solutions. Additionally, the Company will engage in the trading of various electrical appliances, including LED lights, LED Televisions, and ceiling fans, with the aim of providing high-quality, energy-efficient products to consumers.*

4. *To conduct research and development in renewable energy technologies and electric transportation, while offering installation, maintenance, and repair services for all products it manufactures or trades. Furthermore, the Company seeks to collaborate with government bodies and non-governmental organizations to promote clean energy initiatives and enhance environmental sustainability. To achieve these objectives, the Company will undertake any other activities that are necessary or incidental to fulfilling its primary goals.*

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

58. *To do all and everything necessary suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporate bodies, firms, or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of, connected with the aforesaid business or powers, or any, parts thereof, provided the same be not inconsistent of the Union of India.*

G. The consent to amend the Clause 1 in Memorandum of Association is approved by the members in the Extra-Ordinary General Meeting held on October 10, 2024.

#1. The Name of the Company is FUJIYAMA POWER SYSTEMS LIMITED."

H. The consent to substitute the existing Clause-V of Memorandum of Association of the Company is approved by the members in the Extra-Ordinary General Meeting held on November 28, 2024.

6. Clause V: #The Authorised Share Capital of the Company is INR 125,00,00,000/- (Rupees One Hundred and Twenty Five Crores only) divided into 125,00,00,000 (One Hundred and Twenty Five Crores) Equity shares of INR 1 (Rupee One) each.

7. We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

S. No.	**Subscribers' Details**					
	Name, Address, Description and Occupation	**DIN/PAN/Passport Number**	**No. of shares taken**		**DSC**	**Dated**
1.	1) Name: Pawan Kumar Garg 2) Father's Name: Sat Narain Garg 3) Address: /12, Jaidev Park Road, NIO I, East Punjabi Bagh, Near Shiv Mandir New Delhi-110026 4) Occupation: Self Employed	AAUPG9261D	5,000	Equity		21/11/17
2.	1)Name: Yogesh Dua	00315251	5,000	Equity		21/11/17

	2) Father's Name: Ram Krishan Dua 3) Address: Plot No.13 Ashoka Park Extension Opp. Rampura, New Delhi - 110026 4) Occupation :Self Employed					
Total shares taken			10,000.00	Equity		

Signed before me					
Name		**Address, Description and Occupation**	**DIN/PAN/Passport Number/ Membership Number**	**DSC**	**Dated**
FCA	Bharat Mody	First Floor, 1/A Ankur Complex, Opp Hasubhai Chambers, Behind Town Hall, Ellisbridge Ahmadabad-380006	017747		

[redacted]

ARTICLES

OF

ASSOCIATION

OF

FUJIYAMA POWER SYSTEMS LIMITED

[redacted]

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[PURSUANT TO SCHEDULE I

(SEE SECTIONS 4 AND 5) TO THE COMPANIES ACT, 2013)]

FORM NO. INC-34

***TABLE F AS NOTIFIED UNDER SCHEDULE I**

OF

THE COMPANIES ACT, 2013 IS APPLICABLE TO THE COMPANY

FUJIYAMA POWER SYSTEMS LIMITED

A COMPANY LIMITED BY SHARES

Article No	DESCRIPTION
	INTERPRETATION

I. (1) Regulations contained in Table F of Schedule I of the Companies Act, 2013 shall apply to the Company so far as they are not inconsistent with or repugnant to any of the regulations contained in these Articles.

(2) In these regulations—

(a) "the Act" means the Companies Act, 2013 or any statutory modification or re-enactment 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.

(b) "the Company" or "this Company" means ****FUJIYAMA POWER SYSTEMS LIMITED**.

(c) "The Articles" or "these Articles" means the Articles of association of the Company as originally framed or as altered, from time to time.

(d) "the seal" means the common seal of the Company.

(e) "Annual General Meeting" shall mean a General Meeting of the holders of Equity Shares held annually in accordance with the applicable provisions of the Act.

(f) "Authorised capital" means such capital as specified from time to time in Clause V of the Memorandum of Association of the Company.

(g) "Beneficial Owner" means a person whose name is recorded as such with a Depository

(h) "Board of Directors" or "Board" means the board of Directors of the Company asconstituted from time to time in accordance with these Articles.

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(i) "Debenture" includes Debenture stock, bonds or any other instrument of a Company evidencing a debt, whether constituting a charge on the assets of the Company or not.

(j) "Depositories Act" means the Depositories Act, 1996 or any statutory modification or reenactment thereof for the time being in force.

(k) "Depository" means a depository, as defined in clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996 and a Company formed and registered under the Companies Act, 2013 and which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992.

(l) "Director" means a Director of the Board appointed or nominated from time to time in accordance with the terms of these Articles and the provisions of the Act.

(m) "Equity Shares" or "Shares" shall mean the issued, subscribed and fully paid-up equity shares of the Company.

(n) "Equity Share Capital" or "Share Capital" or "Capital" means in relation to the Company, its equity share capital within the meaning of Section 43 of the Act, as amended from time to time, together with all rights, obligations, title, interest and claim in such equity shares and includes all subsequent issue of such equity shares of whatever face value or description, bonus shares, conversion shares and shares issued pursuant to a stock split or the exercise of any warrant, option or other convertible security of the Company.

(o) "Extraordinary General Meeting" means an extraordinary general meeting of the Members of the Company convened and held in accordance with the Act.

(p) "General Meeting" means any duly convened meeting of the Members of the Company and any adjournments thereof.

(q) "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 and in case of shares held by a Depository, the Beneficial Owners whose names are recorded as such with the Depository.

(r) "Memorandum" or "Memorandum of Association" means the Memorandum of association of the Company, as may be altered from time to time.

(s) "Original Director" means a person, not being a person holding any alternate Directorship for any other Director in the Company or holding Directorship in the Company, to act as an alternate Director for a Director during his absence for a period of not less than 3 (three) months from India.

(t) "Register of Members" means the register of Members to be maintained pursuant to the provisions of the Act and the register of Beneficial Owners pursuant to Section 11 of the Depositories Act, 1996, in case of shares held in a Depository.

(u) "Registrar" means Registrar of Companies having jurisdiction over the area in which the Registered Office of the Company is for the time being situated.

(v) "Tribunal" means the National Company Law Tribunal constituted under the Act.

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(3) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

Share capital and variation of rights

II. (1) (a) The Authorised Share Capital of the Company shall be such as specified from time to time in Clause V of Memorandum of Association of the Company with power to increase, reduce or divide the Capital into several classes and to attach thereto respectively such preferential, priority, deferred, qualified or special rights, privileges, conditions or restrictions whether in regard to dividend, voting, return of capital, distribution of assets or otherwise, however as may be determined in accordance with applicable laws and regulations from time to time by the Company and to vary, modify or abrogate any such rights, privileges, conditions or restrictions in such manner as may from time to time be provided by the regulations of the Company and to consolidate or sub divide or re-organise shares or issue of shares of higher or lower denominations.

Subject to the provisions of these Articles and of the Act, the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit and with full power to give any person the option to call for or be allotted shares of any class of the Company (Subject to the provisions of the Act) either at a premium or at a par, provided that option or right to call of shares shall not be given to any persons without the sanction of the Company in general meeting.

Subject to the provisions of the Act and of any other law for the time being in force in this regard, the Board of Directors may from time to time issue non- voting shares/ shares with differential voting rights upon such terms and conditions and with such rights and privileges (including with regard to dividend) attached thereto as may be thought fit and permitted and/or required by law, guidelines issued by statutory authorities and listing requirements.

Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

The Board of Directors may issue and allot shares of the Company as payment in full or in part, for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in the acquisition and/or in the conduct of its business; and any shares which may be so allotted may be issued as fully paid up shares and if so issued shall be deemed as fully paid up shares

Kinds of Share Capital

III. (1) (a) The Company may issue the following kinds of shares in accordance with these Articles, the Act and other applicable laws:

(a) Equity Share Capital:

(i) with voting rights; and/or

(ii) with differential rights as to dividend, voting or otherwise in accordance

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with the Act; and

(b) Preference Share Capital

(b) All provisions of these Articles in relation to shares and Members, except those which are inconsistent with the provisions of the Act, shall *mutatis mutandis* apply to Debentures and Debenture holder.

(2) (a) Every person whose name is entered as a Member in the register of Members shall be entitled to receive within two months after incorporation, in case of subscribers to the Memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as may be prescribed:-

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

(ii) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(b) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(c) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

(3) (a) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given without payment of any charges. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(b) The Company shall effect issuance of certificates or receipts or advices, as applicable, of subdivision, split, consolidation, renewal, exchanges, endorsements, issuance of duplicates thereof or issuance of new certificates or receipts or advices, as applicable, in cases of loss or old decrepit or worn out certificates or receipts or advices, as applicable in dematerialised form within a period of thirty days from the date of such lodgement.

The provisions of Articles (2) and (3) shall *mutatis mutandis* apply to Debentures of the Company.

(4) Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

(5) (a) The Company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission

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paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

(b) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(c) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

(6) (a) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(b) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

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

(8) Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.

(9) The period of redemption of such preference shares shall not exceed the maximum period for redemption provided under the Act.

Further Issue of Shares

IV. (1) Where at any time the Board or the Company, as the case may be, proposes to increase the subscribed capital by the issue of further shares, then such shares shall be offered, subject to the provisions of section 62 of the Act, and the rules made thereunder to:

(a) Persons who at the date of the offer are holders of the Equity Shares of the Company, in proportion as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer subject to the conditions mentioned in (i) to (iii) below:

(i) The offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days and not exceeding thirty days from the date of the offer, within which the offer if not accepted, shall be deemed to have been declined.

Provided that the notice shall be dispatched through registered post or speed post or through electronic mode or courier or any other mode having proof of delivery to all the existing Members at least three days before the opening of the issue;

(ii) The offer aforesaid shall be deemed to include a right exercisable by the person

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concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (ii) shall contain a statement of this right;

(iii) After the expiry of time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that the person declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the Members and the Company;

(b) employees under any scheme of employees' stock option subject to Special Resolution passed by the Company and subject to the Rules and such other conditions, as may be prescribed under applicable law; or

(c) any person(s), if it is authorised by a Special Resolution, whether or not those persons include the persons referred to in clause (A) or clause (B) above either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer subject to such conditions as may be prescribed under the Act and the rules made thereunder;

(2) Nothing in sub-clause (iii) of Clause (1)(A) shall be deemed:

(a) To extend the time within which the offer should be accepted; or

(b) To authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares compromised in the renunciation.

(3) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the Debentures issued or loans raised by the Company to convert such Debentures or loans into shares in the Company or to subscribe for shares of the Company:

Provided that the terms of issue of such Debentures or loans containing such an option have been approved before the issue of such Debentures or the raising of such loans by a Special Resolution passed by the Company in a General Meeting;

(4) Notwithstanding anything contained in Article 12(3) hereof, where any Debentures have been issued, or loan has been obtained from any government by the Company, and if that Government considers it necessary in the public interest so to do, it may, by order, direct that such Debentures or loans or any part thereof shall be converted into shares in the Company on such terms and conditions as appear to the Government to be reasonable in the circumstances of the case even if terms of the issue of such Debentures or the raising of such loans do not include a term for providing for an option for such conversion:

Provided that where the terms and conditions of such conversion are not acceptable to the Company, it may, within sixty days from the date of communication of such order, appeal to Tribunal which shall after hearing the Company and the Government pass such order as it deems fit.

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

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Lien

V. (1) The Company shall have a first and paramount lien—

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

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

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

(c) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

(2) 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—

a. Unless a sum in respect of which the lien exists is presently payable; or

b. until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

(3) (a) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

(b) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(c) 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 in reference to the sale.

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

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

Calls on shares

VI. (1) (a) The Board may, subject to the provisions of the Act, from time to time, make calls for such an amount as decided by the Board, 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 one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

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

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

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

(3) The joint holders of a share shall be jointly and severally liable to pay all calls inrespect thereof.

(4) (a) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.

(b) The Board shall be at liberty to waive payment of any such interest wholly or in part.

(5) (a) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, 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 non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

(6) The Board—

(a) may, if it thinks fit, subject to provisions of the Act, agree to and receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding,unless the Company in general meeting shall otherwise direct, twelve per cent.per annum, as may be agreed upon between the Board and the Member paying the sum in advance.

(c) No Members paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.

(d) No Members paying any such sum in advance shall be entitled to right to dividend or to participate in profits.

[The provisions of these Articles shall *mutatis mutandis* apply to any calls on Debentures of the Company.]

Transfer of shares

VII. (1) The Company shall keep a “Register of Transfers” and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any shares.

(2) (a) The instrument of transfer of any share in the Company shall be in writing

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and duly executed by or on behalf of both the transferor and transferee, and all provisions of the Act shall be duly complied with in respect of all transfer of shares and registration thereof.

(b) 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.

(c) A common form of transfer shall be used in case of transfer of shares.

(d) In case of transfer of shares, where the Company has not issued any certificates and where the shares are held in dematerialized form, the provisions of the Depositories Act shall apply.

(3) The Board may, subject to the right of appeal conferred by section 58, decline to register—

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the Company has a lien.

(4) The Board may decline to recognise any instrument of transfer unless—

(a) The instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(b) The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) The instrument of transfer is in respect of only one class of shares.

(5) Requests for effecting transfer of shares shall not be processed unless the shares are held in the dematerialised form with a depository. Provided further that transmission or transposition of securities held in physical or dematerialised form shall be effected only in dematerialised form or as otherwise may be permitted under applicable law.

(6) No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other documents.

(7) Subject to compliance with the Act and other applicable law, the Board shall be empowered, on giving not less than seven days previous notice or such period as may be prescribed, to suspend the registration of transfers at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

(8) [Where in case of partly paid-up shares, an application for registration is made by the transferor alone, the transfer shall not be registered, unless the Company gives the notice of the application to the transferee in accordance with the provisions of the Act and the transferee gives non objection to the transfer within the time period prescribed under the Act.

(9) No share shall in any circumstances be transferred to any infant, insolvent or person of unsound mind, except fully paid-up shares through a legal guardian.]

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Transmission of shares

VIII. (1) (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 he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

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

(2) (a) Any person becoming entitled to a share in consequence of the death, lunacy, bankruptcy or insolvency of a Member, or any lawful means other than by a transfer in accordance with these Articles, may with the consent of the Board)which it shall not be under any obligation give), upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

(i) to be registered himself as holder of the share or elect to have some person nominated by him and approved by the Board, registered as such holder; or

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

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

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

(b) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing an instrument of transfer of the share, in accordance with the provisions of the Act. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

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

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

(4) Every transmission of a share shall be verified in such a manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient; provided nevertheless, that there shall not be any obligation on the Company or the Directors to accept any indemnity, the Directors shall have the same right to refuse to register a

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person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration. The Company shall, within such period prescribed under applicable laws from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send a notice of refusal to the transferee and transferor or to the person giving notice of such transmission, as the case may be, giving reasons for such refusal.

(5) [The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown as appearing in the Register) to the prejudice of the persons having or claiming any equitable rights, title or interest in the said shares, notwithstanding that the Company may have had notice of such equitable rights referred thereto in any books of the Company and the Company shall not be bound by or required to regard to attend to or give effect of any notice which may be given to it of any equitable rights, 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.

(6) The provisions of these Articles shall *mutatis mutandis* apply to the transfer of or the transmission by law to any other securities, including Debentures of the Company.]

Forfeiture of Shares

IX. (1) If a Member fails to pay any call, or instalment 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 or instalment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment 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.

(2) The notice aforesaid shall—

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

(3) 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.

(4) Neither a judgment nor a decree in favour of the Company for calls or other monies due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time by 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. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by applicable law.

(5) (a) Any share forfeited in accordance with these Articles, shall be deemed to be the property of the Company and may be sold or otherwise disposed of on such terms

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and insuch manner as the Board thinks fit.

(b) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

(6) When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting Member and any entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members but no forfeiture shall be invalidated by any omission or neglect or any failure to give notice or make such entry as aforesaid

(7) (a) The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company in respect of the share and all other rights incidental thereto, and 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 monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

(b) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

(8) (a) A duly verified declaration in writing that the declarant is a Director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

(b) The Company may receive the consideration, if any, given for the share on any sale, reallotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

(c) The transferee shall thereupon be registered as the holder of the share.

(d) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, reallotment or disposal of the share.

(9) 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. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold and after his name has been entered in the Register of Members in respect of such shares the validity of the sale shall not be impeached by any person.

(10) Upon any sale, or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

(11) The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities, including Debentures of the Company.

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Surrender of Share Certificates

X. The Board may, subject to the provisions of the Act, accept a surrender of any Share from or by any Member desirous of surrendering them on such terms as they think fit.

Alteration of Share Capital

XI. (1) (a) The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

(2) Subject to the provisions of section 61, the Company may, by ordinary resolution,—

(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) sub-divide 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 the passing of the resolution, have not been taken or agreed to be taken by any person.

(3) Where shares are converted into stock,—

(i) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations 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 stoc k arose.

(ii) 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 fromwhich 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.

(iii) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "Member" in those regulations shall include "stock" and "stock-holder" respectively.

(4) Subject to the provisions of the Act, the Company may issue bonus Shares to its Members out of –

(a) its share capital;

(b) any capital redemption reserve account; or

(c) any share premium account.

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Reduction of Share Capital

XII. The Company may, by a Special Resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act—

(a) its share capital; and/or

(b) any capital redemption reserve account; and/or

(c) any share premium account

and in particular without prejudice to the generality of the foregoing power may be: (i) extinguishing or reducing the liability on any of its shares in respect of share capital not paid up;

(ii) either with or without extinguishing or reducing liability on any of its shares, cancel paid up share capital which is lost or is unrepresented by available assets; or (ii) either with or without extinguishing or reducing liability on any of its shares, pay off any paid up share capital which is in excess of the wants of the Company; and may, if and so far as is necessary, alter its Memorandum, by reducing the amount of its share capital and of its shares accordingly

Capitalisation of profits

XIII. (1) (a) The Company in general meeting may, upon the recommendation of the Board, 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 clause (ii) amongst the Members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(iii) ***Notwithstanding anything contained in these Articles, but subject to the provisions of the Act and all other applicable rules of the statutory authorities and rules framed by the Board of Directors of the Company in this behalf as amended from time to time by the Board, it shall be open for the members of the Company who hold the equity shares in the Company to waive / forgo his / her / their right to receive the dividend (interim or final) / bonus or any other benefit which may be passed to them by the Company, by him / her / them for any financial year which may be declared or recommended respectively by the Board of Directors and/or shareholders of the Company. The waiver / forgoing by the members his / her / their right to receive the dividend (interim or final), Bonus or any other benefit which may be passed to them by the Company, by him / her / them under this Article shall be irrevocable immediately after the record date / book closure date fixed for determining the names of Members entitled for the same.

(iv) ***The member is required to submit his/her intention to waive / forgo his / her / their right to receive the dividend (interim or final) / bonus or any other benefit which may be passed declared / recommended to them by the Company, by way of formal intimation in favour of the Company prior to passing of the benefit by the Company to the respective members.

(v) The Company shall not be entitled to declare/pay or issue and shall not declare/pay or issue any dividend on equity shares/bonus shares or any other benefit which

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may be passed to them by the Company, to such members who have waived / forgone his / her / their right to receive the same by him / her / them under this Article.

(b) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards.

(c) paying up any amounts for the time being unpaid on any shares held by such Members respectively;

(d) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such Members in the proportions aforesaid;

(e) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).

(f) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.

(g) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

(2) (a) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(i) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

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

(b) The Board shall have power—

(i) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(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 to which they maybe 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 such Members.

Buy-back of shares

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

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General Meetings

XV. (1) The Company shall, in accordance with the provisions of the Act and other applicable law, in each year hold a general meeting as its Annual General Meeting in additional to any other meeting in that year.

(2) All general meetings other than annual general meeting shall be called extraordinary general meeting and be held in accordance with the applicable provisions of the Act and these Articles and not more than fifteen months shall elapse between the dates of two Annual General Meetings.

(3) All General Meetings shall be convened by giving not less than twenty one (21) days' notice, in such manner as is prescribed under the Act, specifying the place, date and hour of the meeting and a statement of the business proposed to be transacted at such a meeting, in the manner mentioned in the Act.

(4) Notice shall be given to all Members and to such persons as are under the Act and/or these Articles entitled to receive such notice from the Company but any accidental omission to give notice to or non-receipt of the notice by any Member or other person to whom it should be given shall not invalidate the proceedings of any General Meetings.

(5) Upon compliance with the relevant provisions of the Act, an Annual General Meeting or any General Meeting may be convened by giving a shorter notice than twenty one (21) days if consent is given in writing or by electronic mode by not less than 95 (ninety five) percent of the Members entitled to vote at that meeting. Any other General Meeting may be convened by giving a notice shorter than twenty one (21) days if consent is given in writing or by electronic mode by not less (i) the majority in number of Members entitled to vote at that meeting and (ii) who represent not less than 95 (ninety five) percent of such part of the paid-up Share Capital of the Company as gives a right to vote at such meeting. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of Section 96 of the Act to extend the time within which any Annual General Meeting may be held.

(6) The Company shall comply with provisions of Section 111 of the Act as to giving notice of resolutions and circulating statements on the requisition of Members.

(7) (a) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(b) 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 Directors shall, on the requisition of the holders of not less than one- tenth of the paid up capital of the Company as at the date carries right of voting in regard to the matter in respect of which the requisition is made, forthwith proceed to convene an extraordinary General Meeting of the Company and in the case of such requisition the provisions of Section 100 of the Act shall apply.

(8) Every Annual General Meeting shall be called during business hours on a day that is not a national holiday, and shall be held either at the registered office or at some other place within the city in which the registered office of the Company is situate, as the Board may determine.

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Proceedings at General Meetings

XVI. (1) (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 herein, the quorum for the general meetings shall be as provided in section 103 of the Act or the applicable law for the time being in force prescribes, and no business shall be transacted at any General Meeting unless the requisite quorum is present at the commencement of the meeting.

(2) The chairperson, if any, of the Board shall preside as chairperson at every general meeting of the Company.

(3) Directors may attend and speak at General Meetings, whether or not they are Members.

(4) If there is no such chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the Directors present shall elect one of their Members to be Chairperson of the meeting.

(5) 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.

Passing resolutions by Postal Ballot

XVII. (1) Notwithstanding any of the provisions of these Articles, the Company may, and in the case of resolutions relating to such business as notified under the Act, to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the General Meeting of the Company.

(2) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under the Act.

(3) If a resolution is assented to by the requisite majority of the Members by means of postal ballot, it shall be deemed to have been duly passed at a General Meeting convened in that behalf.

Adjournment of Meeting

XVIII. (1) 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.

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

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

(4) Save as aforesaid, and as provided in section 103 of 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.

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Voting Rights

XIX. (1) Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

(a) on a show of hands, every Member present in person shall have one vote; and

(b) on a poll and/ or any other electronic voting mode (as prescribed under the Act), the voting rights of Members shall be in proportion to his share in the paid-up equity share capital of the Company.

(c) if the Company has provided, e-voting facility to its Members, it may also put every Resolution to vote through a ballot process at the Meeting, in accordance with applicable law

(2) A Member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

(3) (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.

(4) 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.

(5) Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

(6) The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

(7) If a poll is duly demanded in accordance with the provisions of the Act, it shall be taken in such manner as the Chairman directs and the results of the poll shall be deemed to be the decision of the meeting on the resolution in respect of which the poll was demanded.

(8) No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

(9) (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, and every vote not disallowed at such meeting shall be valid for all purposes.

(b) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

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Proxy

XX. (1) Subject to the provisions of the Act and these Articles, any Member of the Company entitled to attend and vote at a General Meeting of the Company shall be entitled to appoint a proxy to attend and vote instead of himself and the proxy so appointed shall have no right to speak at the meeting.

(2) The proxy shall not be entitled to vote except on a poll.

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

(4) An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

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

Board of Directors

XXI. (1) Subject to the provisions of the Act, the number of Directors shall not be less than three and more than fifteen, provided that the Company may appoint more than fifteen Directors after passing a special resolution. At least one Director shall reside in India for a total period of not less than 182 (one hundred and eighty-two) days in each financial year.

(2) The First Directors of the Company are:

(a) Mr. Pawan Kumar Garg

(b) Mr. Yogesh Dua;

(3) (a) The remuneration of the Directors shall be determined as per the discretion of Board and subject to the provisions of Section 197 & 198 and other applicable provisions of the Act.

(b) In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them—

(c) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or

(d) in connection with the business of the Company.

(4) The Board may pay all expenses incurred in getting up and registering the Company.

(5) The Company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section)

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make and vary such regulations as it may think fit respecting the keeping of any such register.

(6) 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 by resolution determine.

(7) Every Director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

(8) No Person shall be appointed as a Director unless he furnishes to the Company his Director Identification Number under Section 154 of the Act or any other number as may be prescribed under Section 153 of the Act and a declaration that he is not disqualified to become a Director under the Act.

(9) No Person appointed as a Director shall act as a Director unless he gives his consent to hold the office as a Director and such consent has been filed with the Registrar within 30 (thirty) days of his appointment in the manner prescribed in the Act.

(10)(a) The Board may, subject to provisions of the Act, appoint a person, not being a person holding any alternate Directorship for any other Director in the Company or holding Directorship in the Company, to act as an alternate Director for a Director during his absence for a period of not less than 3 (three) months from India (hereinafter in this Article called the "**Original Director**"). 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. If the term of office of the Original Director is determined before he returns to India the automatic re-appointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the alternate Director.

(11)Subject to the provisions of the Act, so long as any moneys remain owing by the Company to financial institutions regulated by the Reserve Bank of India ("RBI"), state financial corporation or any financial institution owned or controlled by the central government or state government or any non-banking financial Company regulated by the RBI or any such Company from whom the Company has borrowed for the purpose of carrying on its objects or each of the above has granted any loans / or subscribes to the Debentures of the Company or so long as any of the aforementioned companies of financial institutions holds or continues to hold Debentures /shares in the Company as a result of underwriting or by direct subscription or private placement or so long as any liability of the Company arising out of any guarantee furnished on behalf of the Company remains outstanding, and if the loan or other agreement with such institution/ corporation/ Company (hereinafter referred to as the "Corporation") so provides, the Corporation may, in pursuance of the provisions of any law for the time being in force or of any agreement, have a right to appoint from time to time any person or persons as a Director or Directors whole-time or non-whole-time (which Director or Director/s is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office

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any person or person so appointed and to appoint any person or persons in his /their place(s).

(12) (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 and additional Directors together shall not at any time exceed fifteen, provided further that number of the Directors may exceed fifteenin accordance with applicable provisions of the Act.

(c) 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 asa Director at that meeting subject to the provisions of the Act.

XXII. Remuneration of Directors

(1) A Director (other than a managing Director or whole-time Director) may receive a sitting fee not exceeding such sum as may be prescribed by the Act or the Central Government from time to time for each meeting of the Board of Directors or any committee thereof attended by him. The remuneration of Directors including managing Director and/or whole-time Director may be paid in accordance with the applicable provisions of the Act.

(2) The Board of Directors may allow and pay or reimburse any Director who is not a bona fide resident of the place where a meeting of the Board or of any committee is held and who shall come to such place for the purpose of attending such meeting or for attending its business at the request of the Company, such sum as the Board may consider fair compensation for travelling, and out-of-pocket expenses and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business he shall be entitled to be reimbursed any travelling or other expenses incurred in connection with the business of the Company.

(3) The managing Directors/ whole-time Directors shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint part time employees in connection with the management of the affairs of the Company and shall be entitled to be paid by the Company any remuneration that they may pay to such part time employees.

XXIII. Remuneration for extra services

If any Director, being willing, shall be called upon to perform extra services or to make any special exertions (which expression shall include work done by Director as a Member of any committee formed by the Directors) in going or residing away from the town in which the Office of the Company may be situated for any purposes of the Company or in giving any special attention to the business of the Company or as Member of the Board, then subject to the provisions of the Act, the Board may remunerate the Director so doing either by a fixed sum, or by a percentage of profits or otherwise and such remuneration, may be either in addition to or in substitution for any other remuneration to which he may be entitled.

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Rotation and retirement of Director

XXIV. (1) [****]One-third of Directors to retire every year

Unless otherwise expressly provided in the Act, not less than two-thirds of the total number of Directors of the Company shall be persons whose period of office is liable to determination by retirement of Directors by rotation and shall be appointed by the Company in general meeting. At every Annual General Meeting of the Company, one-third of such Directors for the time being liable to retire by rotation or, if their number is neither three nor a multiple of three, then the number nearest to one-third, shall retire from office and shall be eligible for re-election.

(2) **Retiring Directors eligible for re-election**

A retiring Director shall be eligible for re-election and the Company, at the Annual General Meeting at which a Director retires in the manner aforesaid, may fill up the vacated office by electing a person thereto.

(3) **Which Director to retire**

The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lots.

(4) **Power to remove Director by ordinary resolution**

Subject to the provisions of the Act, the Company may by an Ordinary Resolution in General Meeting, remove any Director before the expiration of his period of office and may, by an Ordinary Resolution, appoint another person instead. [Notwithstanding anything contained in these regulations or in any agreement between the Company and such Director, such removal shall take into effect notwithstanding anything contrary set out in the contract of service between the Company and such Director, if any.]

Provided that an independent Director re-appointed for second term under the provisions of the Act shall be removed by the Company only by passing a Special Resolution and after giving him a reasonable opportunity of being heard.

(5) **Directors not liable for retirement**

The Company in General Meeting may, when appointing a person as a Director declare that his continued presence on the Board of Directors is of advantage to the Company and that his office as Director shall not be liable to be determined by retirement by rotation for such period until the happening of any event of contingency set out in the said resolution.

(6) **Director for companies promoted by the Company**

Directors of the Company may be or become a Director of any Company promoted by the Company or in which it may be interested as vendor, Member or otherwise and no such Director shall be accountable for any benefits received as a Director or Member of such Company subject to compliance with applicable provisions of the Act.

(7) **Vacation of office of Director**

The office of a Director shall be deemed to have been vacated under the circumstances enumerated under the Act. If the office of any Director appointed by the Company in a

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General Meeting, is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled up by the Board at a meeting of the Board but any Person so appointed shall retain his office so long only as the vacating Director would have retained the same if such vacancy had not occurred.

(8) **Disqualification and resignation of Director**

The office of a Director shall automatically become vacant, if he is disqualified under any of the provisions of the Act. Further, subject to the provisions of the Act, a Director may resign from his office at any time by giving a notice in writing to the Company and the Board shall on receipt of such notice take note of the same and the Company shall intimate the Registrar and also place the fact of such resignation in the report of Directors laid in the immediately following General Meeting. Such Director may also forward a copy of his resignation along with detailed reasons for the resignation to the Registrar within 30 (thirty) days of resignation. The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later.

Proceedings of the Board

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

(b) A Director may, and the manager or secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.

(2) (a) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(b) In case of an equality of votes, the chairperson of the Board, if any, shall have a second or casting vote.

(3) The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

(4) (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 five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairperson of the meeting.

(5) (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.

(6) (a) A committee may elect a Chairperson of its meetings.

(b) If no such Chairperson is elected, or if at any meeting the Chairperson is not present

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within five minutes after the time appointed for holding the meeting, the Members present may choose one of their Members to be Chairperson of the meeting.

(7) (a) A committee may meet and adjourn as it thinks fit.

(b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the Members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

(8) 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, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.

(9) Save as otherwise expressly provided in the Act, a resolution in writing, signed by all 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.

XXVI. Resolution by circulation

Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any, to all the Directors or to all the Members of the committee then in India, not being less in number than the quorum fixed of the meeting of the Board or the committee, as the case may be and to all other Directors or Members at their usual address in India and approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote at the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board or committee duly convened and held.

XXVII. Register of Charges

The Directors shall cause a proper register to be kept, in accordance with the Act, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

XXVIII. (1) Subject to the provisions of the Act, and these Articles—

(a) A chief executive officer, manager, Company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, Company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board.

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

(2) A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and chief executive officer, manager, Company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, chief executive officer, manager, Company secretary or chief financial officer.

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The Seal

XXIX. (1) The Board shall provide for the safe custody of the seal and they shall have the power from time to time to destroy the same and substitute a new seal in lieu thereof.

(2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of a Director or of the secretary or other person authorised for this purpose; and that Director or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in his presence.

Dividends and Reserve

XXX. (1) The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

(2) Subject to the provisions of section 123, the Board may from time to time pay to the Members such interim dividends as appear to it to be justified by the profits of the Company.

(3) (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 or reserves which shall,at the discretion of the Board, be applicable 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, thinks 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.

(4) (a) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(b) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(c) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

(5) The Board may deduct from any dividend payable to any Member all sums of money,if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

(6) (a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or through such other means as may be allowed under the applicable law or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of Members, or to such person

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and to such address as the holder or joint holders may in writing direct.

(b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

(7) Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

(8) 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.

(9) No dividend shall bear interest against the Company.

Accounts

XXXI.

(1) 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 inspection of Members not being Directors.

(2) No Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

XXXII. SERVICE OF DOCUMENTS AND NOTICES

(1) **MEMBERS TO NOTIFY ADDRESS IN INDIA**

Each registered holder of shares from time to time notify in writing to the Company such place in India to be registered as his address and such registered place of address shall for all purposes be deemed to be his place of residence.

(2) **SERVICE ON MEMBERS HAVING NO REGISTERED ADDRESS**

If a Member has no registered address in India, and has not supplied to the Company any address within India, for the giving of the notices to him, a document advertised in a newspaper circulating in the neighborhood of Office of the Company shall be deemed to be duly served to him on the day on which the advertisement appears.

(3) **SERVICE ON PERSONS ACQUIRING SHARES ON DEATH OR INSOLVENCY OF MEMBERS**

A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title or representatives of the deceased, assignees of the insolvent by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served as if the death or insolvency had not occurred.

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(4) **PERSONS ENTITLED TO NOTICE OF GENERAL MEETINGS**

Subject to the provisions of the Act and these Articles, notice of General Meeting shall be given:

(a) To the Members of the Company as provided by these Articles.

(b) To the persons entitled to a share in consequence of the death or insolvency of a Member.

(c) To the Directors of the Company.

(d) To the auditors for the time being of the Company; in the manner authorized by as in the case of any Member or Members of the Company.

(5) **NOTICE BY ADVERTISEMENT**

Subject to the provisions of the Act any document required to be served or sent by the Company on or to the Members, or any of them and not expressly provided for by these Articles, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the district in which the Office is situated.

(6) **MEMBERS BOUND BY DOCUMENT GIVEN TO PREVIOUS HOLDERS**

Every person, who by the operation of law, transfer or other means whatsoever, shall become entitled to any shares, shall be bound by every document in respect of such share which, previously to his name and address being entered in the Register of Members, shall have been duly served on or sent to the person from whom he derived his title to such share.

(7) **NOTICES BY COMPANY AND SIGNATURE THERETO**

Any notice to be given by the Company shall be signed by the managing Director or by such Director or secretary (if any) or officer as the Directors may appoint. The signature to any notice to be given by the Company may be written or printed

Borrowing Powers of Board

XXXIII. (1)(a) The Subject to the provisions of the Act and these Articles and without prejudice to the other powers conferred by these Articles the Directors shall have the power from time to time at their discretion to borrow any sum or sums of money for the purposes of the Company provided that the total amount borrowed at any time together with the money already borrowed by the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid-up capital of the Company and its free reserves that is to say reserves not set apart for any specific purpose.

(b) Subject to the provisions of the Act and these Articles the Directors may raise and secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, perpetual or redeemable Debentures or Debenture-stock, or any mortgage or charge or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(c) Any bonds, Debentures, Debenture-stock or other securities issued or to be issued by the Company shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

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(d) Debentures, Debenture-stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

(e) Subject to the provisions of the Act and these Articles, any bonds, Debentures, Debenture-stock or other securities may be issued at a discount, premium or otherwise and with any special privileges and conditions as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings, appointment of Directors and otherwise; Provided that an option to call for or be allotted shares of the Company or a privilege of voting at General Meetings of the Company otherwise than when any interest is in arrears shall not be attached to any such bonds, Debentures, Debenture-stock or other securities except with the sanction of the Company in General Meeting.

(f) If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors shall subject to the provisions of the Act and these Articles make calls on the Members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed or if permitted by the Act may by instrument under the Seal authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to make calls on the Members in respect of such uncalled capital and the provisions hereinbefore contained in regard to calls shall *mutatis mutandis* apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors' power or otherwise and shall be assignable if expressed so to be.

(g) Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company the Directors may execute or cause to be executed any mortgage charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.

Winding up

XXXIV. (1) Subject to the provisions of Chapter XX of the Act and rules made thereunder—

(a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the Members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members.

(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

Amalgamation

XXXV. Subject to provisions of these Articles, the Company may amalgamate or cause itself to be amalgamated with any other person, firm or body corporate subject to the provisions of the Act.

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Indemnity

XXXVI. Subject to the provisions of the Act and other applicable law, every Director and officer of the Company or any person (whether an officer of the Company or not) employed by the Company shall be indemnified out of the assets of the Company 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 in which relief is granted to him by the court or the Tribunal.

Dematerialization of Shares

XXXVII. (1)(a) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its existing Securities, rematerialize its Securities heldin the Depositories and/or to offer its fresh Securities in a dematerialized form pursuant to the Depositories Act, and the rules framed thereunder, if any.

(b) Notwithstanding anything to contrary contained in the Act or the Articles, a depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of security on behalf of the Beneficial Owner.

(c) Save as otherwise provided in (a) above, the depository as the registered owner of the securities shall not have any voting rights or any rights in respect of the securities held by it.

(d) Every person holding securities of the Company and whose name is entered as the Beneficial Owner in the records of the depository shall be deemed to be a Member of the Company. The Beneficial Owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by depository.

(e) Notwithstanding anything in the Act or the Articles, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.

(f) Subject to the provisions contained in the Act and nothing contained in these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a depository.

(g) Subject to the provisions contained in the Act and notwithstanding anything contained in these Articles, where securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.

(h) Nothing contained in the Act or the Articles regarding necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository.

(i) The Register and index of Beneficial Owners maintained by a depository under the Depositories Act, 1996, as amended, shall be deemed to the Register and Index of Members and Security holders for the purpose of the Articles and Section 88 of the Act.

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Statutory Registers

XXXVIII. (1)(a) The Company shall keep and maintain at its registered office or such other place as may be allowed under the Act, all statutory registers (as and when required) namely register of Members, register of Debenture holders, register of any other security holders, the register and index of Beneficial Owners and annual return, register of contracts and arrangements etc., minutes book of General Meeting, for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules.

(b) The registers and documents referred to in XXXVIII(1)(a) and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all Working Days, at the registered office of the Company or any other place where the register, documents or copies of the annual return are kept in the manner as prescribed under the Act and the Rules, by the persons entitled thereto under the Act and Rules, on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

(c) Subject to the provisions of the Act, copy or extract of the registers and documents referred to in (i) and copies of annual return, if allowed under the Act or the Rules, can be obtained from the registered office of the Company or any other place where the register, documents or copies of the annual return arekept in the manner as prescribed under the Act and the Rules by the persons entitled thereto, on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

SECRECY

XXXIX. No Member shall be entitled to inspect the Company's works without the permission of the Managing Director/Directors or to require discovery of any information respectively and detail of the Company's trading or any matter which is or may be in the nature of a trade secret, history of trade or secret process which may be related to the conduct of the business of the Company and which in the opinion of the Managing Director/Directors will be inexpedient in the interest of the Members of the Company to communicate to the public.

GENERAL AUTHORITY

XL. (1) Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company cannot carry out any transaction unless the Company is so authorized by its Articles then in that case, these Articles hereby authorize and empower the Company to have such rights, privilege or authority and to carry out such transaction as have been permitted by the Act.

(2) At any point of time from the date of adoption of these Articles, if the Articles are or become contrary to the provisions of the Act and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the "Listing Regulations"), the provisions of the Act and the Listing Regulations shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the Act and the Listing Regulations, from time to time.

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*i. *The Articles of Association ("AOA") has been modified pursuant to the approval of members of the Company in their Extra-Ordinary General Meeting held on October 10, 2024.*

*ii. **The name of the Company has been changed from 'Fujiyama Power Systems Private Limited' to 'Fujiyama Power Systems Limited' pursuant to the approval of members of the Company in their Extra-Ordinary General Meeting held on October 10, 2024.*

*iii. ***The Articles of Association ("AOA") has been modified pursuant to the approval of members of the Company in their Extra-Ordinary General Meeting held on November 28, 2024*

iv. *****The Articles of Association ("AOA") has been modified pursuant to the approval of members of the Company in their Annual General Meeting held on September 25, 2026.*

Certified to be true

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Name: Mayuri Gupta

Designation: Company Secretary

Membership No.: A75210

	Subscriber Details				
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	1)Name:Pawan Kumar Garg 2)Father's Name: SAT NARAIN GARG 3) Address: /12, JAIDEV PARK ROAD, NIO I, EAST PUNJABI BAGH,NEAR SHIV MANDIR NEW DELHI-110026, 4)Occupation: Self Employed	AAUPG9261D	DELHI	PAWAN KUMAR GARG	21/11/2017
2.	1)Name:YOGESH DUA 2)Father's Name: RAM KRISHAN DUA 3) Address: PLOT NO.13 ASHOKA PARK EXTENSION OPP RAMPURA,NEW DELHI - 110026, 4) Occupation : Self Employed	00315251	DELHI	YOGESH DUA	21/11/2017

Signed Before Me						
Name		Address, Description and Occupation	DIN/PAN/ Passport Number/ Membership Number	Place	DSC	Dated
FCA	BHARAT MODY	FIRST FLOOR,1/A ANKUR COMPLEX, OPP. HASUBHAI CHAMBERS, BEHIND TOWN HALL, ELLISBRIDGE AHMEDABAD-380006.	017747	AHEMDABAD	Bharat Mody	

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