

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(Incorporated under The Companies Act, 1956)

MEMORANDUM OF ASSOCIATION

OF

GABRIEL INDIA LIMITED

- I. The name of the company is "**GABRIEL INDIA LIMITED**".
- II. The Registered Office of the Company will be in the State of Maharashtra
- III. (a) The objects to be pursued by the company on its incorporation are: —
 - (1) To carry on business as manufacturers and dealers of automotive ancillary products and in particular, automobile, shock absorbers, components thereof and all parts and equipment accessory thereto and all other material, equipments apparatus and stores used therewith or in relation thereto.
 - (2) To carry on business as manufacturers of and dealers in motor cars, lorries, omnibuses, coaches, caravans, ambulances, motor cycles and side cars, motor bicycles, tricycles, fans, wagons and vehicles of all kinds, airplanes, seaplanes, flying boats, airships and other aircraft, motor boat, motor ships and vessels and accessories of all kinds; and of and in railway and tramway locomotives, carriages, trucks and other vehicles.
 - (3) To design, manufacture, assemble, contract for, buy, sell, let out on hire and generally deal in automobiles of all types and all other motors and engines, agricultural tractors and implements and other machinery, boats, magnetos, plants, planes, propellers, air, steam, gas, water and other gauges, indicators, governors, injectors, high and low pressure and other valves, wheels, carburetors, sparking plugs, clutches, cocks, unions, stocks dies, springs, ramps, pistons, chains, stay-rods, wires, fans, forges, bolts, nuts, screws variable and other gears buffers tops, metal, timber, variable and canvas, aero plane and other fabrics, linen, radiators, pulleys, belts and belt fasteners, canopies, hoods, wind and other screens and shields, pumps, lamps, silencers, petrol tanks, chassis, mats, rims, spokes, shank and gear cases and gear boxes, commodities, wares, petrol and other fuel, accessories, appliances and tools of every description, whether for use in connection with automobiles, aeronautics, shipping, munitions of war, engineering or otherwise howsoever; and all kinds of



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straight, bent, woven, fortified, and other wire work and all other allied goods, materials, parts, utensils, compounds and accessories or requirements.

- (4) To carry on business as manufacturers and repairers of and dealers in, motor car lamps, electric bulbs, glass, malts and rugs, bumpers, number-plates, horns, batteries, radiators, hoods, mascots, mirrors, luggage carriers, sub parts; picnic cases, springs, tools, pumps, windscreens and accessories and components parts of every kind.
- (5) To carry on business as motor body builders, upholsterers, painters, platers, polishers, enamellers and finishers.
- (6) To carry on business as motor agents and motor auctioneers.
- (7) To carry on business as motor cab and car proprietors, livery stable proprietors and job masters.
- (8) To construct, erect, equip and carry on motor garages and motor coach stations with all usual or convenient buildings, petrol and oil pumps, machinery articles and things.
- (9) To carry on business as motor engineers, and as motor garage, services, repair and maintenance station proprietors motor car, motor cycle and cycle manufacturers, motor car agents and dealers, metal and alloy makers, refiners and workers, joiners and cabinet makers, wood and timber merchants, motor car and cab proprietors, job masters, mechanical, electrical and general engineers, oil, petrol and accessory merchants and dealers, builders, painters, decorators, upholsterers, carriers of passengers and goods, haulage contractors, agents for railway, motor coach, theatre and other tickets, boat proprietors, amusement and refreshment caterers, provision dealers and contractors generally.
- (10) To carry on business as ironmasters, iron-founders, iron-workers, steel-makers, blast furnace proprietors, brass-founders and metal makers, refiners and workers generally, shipbuilders and ship-wrights dock and wharf proprietors, colliery proprietors, ore importers and workers, sandblast workers, mechanical engineers, motor engineers, electrical engineers, oil fuel engineers, constructional engineers, marine engineers, civil engineers, consulting engineering, mill-wrights, wheelwrights, cement and asbestos manufacturers, wood and timber merchants, joiners, woodworkers, manufacturing Chemists, quarry owners, brick and tile manufacturers, galvanizers, machinists, japanners, annealers, welders, enamellers, electro and chromium platers, painters, warehousemen, storage contractors, garage proprietors and oil merchants and contractors generally.



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- (11) To carry on business as manufacturers and repairers of and dealers in, forgings, castings guns, projectiles, plates, boilers, engines, stoves, screws, nails, sewing machines, machinery, presses, implements, gears, tools, motor cars, motor lorries, omnibuses, coaches, tramcars, locomotives, railway carriages and trucks and other vehicles, aero planes, seaplanes, airships and other aircraft; ironmongery and hardware and wireless goods.
- (12) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (13) To carry on business as house, land and estate agents and to arrange or undertake the sale or purchase, assist in selling or purchasing and find or introduce purchasers or vendors of and to manage land buildings and other property whether belonging to the Company or not and to let any portion of any premises for residential, trade or business purposes or other private or public purposes and collect rents and income and to supply to tenants, occupiers and others refreshments, attendances, clubs halls, messengers, light, waiting rooms, reading rooms, meeting rooms, laboratories, laundry conveniences, electric conveniences, garages, stables and other advantages.
- (14) ****To carry on business of manufacturers, producers, purchasers, sellers, importers, exporters, distributors, dealers, commission agents and market representatives in all forms of coolants, brake fluids, diesel exhaust fluids (adblue), adhesives, sealants, chemicals, coatings and products like PVC, automotive lubricants, greases, engine oils, gear oils, white oils, PU, petroleum jelly, engine coolant, machine coolants and to design, develop, assemble, manufacture, build, repair, sell, service, distribute all types of bodies, frames, compartments, cabinets, other containers for all types of automobiles & to deal in all types of automobile care products like paint, polishing, wax, rust repellants, stain remover, teflon polish and windshield glass cleaner, car wash shampoo, eau de cologne and cleaners and other cleansing compounds and also to deal in pharma & hygiene products like sanitizers, disinfectants, cleaners etc. and to purchase or otherwise acquire, own, import, all materials, substances, chemicals, appliances, machines, containers and such other articles and apparatus and things capable of being used in such business.**

*****Change in the Main object clause of the Company by inserting one additional clause pursuant to order pronounced via Order dated 11th May, 2026 by the Hon'ble National Company Law Tribunal, Mumbai Bench-I (the "NCLT" or the "Tribunal") in Company Petition No. CP (CAA) 36/MB/2026 in Company Scheme Application No. CA (CAA) 281/MB/2025 (the "Order") for the Composite Scheme of Arrangement.***



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

1. To negotiate, require, undertake, grant and carry out agencies and sub-agencies in different parts of India and abroad and to make experiments alone or jointly with others with a view to improving the COMPANY'S products and business, and To act as brokers, factors or commercial or mercantile agents of any description in connection with any of the business or matters aforesaid.
2. To apply for, purchases or by other means acquire and protect, prolong and renew, whether in India or elsewhere, any patents, patent rights, brevets, inventions, licenses, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account, and to manufacture under or grant licenses or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
3. To establish, provide, maintain and conduct or otherwise subsidize research laboratories and experimental workshops for scientific and technical research and experimental and to undertake and carry on with all 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, lectures, meetings and conferences and by providing for the remuneration of scientific or technical professors or teachers and by providing for the award of exhibitions, 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 business which the company is authorised to carry on.
4. To buy, sell, purchase, manufacture, plant, cultivate, produce, prepare, treat, repair, alter, manipulate, exchange, hire, let on hire, import, export, dispose of and deal in all kinds of articles and things (whether specified in this memorandum or not) which may be required for the purpose of any of the business which the Company is expressly or by implication authorised by this memorandum to carry on or which are commonly supplied or dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection with any of the said business.



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5. To acquire, purchase, lease, exchange or otherwise and make advances or the security of any deal in land, building and hereditaments of any tenure or description and any estate or interest therein, and any rights over or connected with land and to turn the Same to account as may seem expedient and in particular by laying out and preparing land for building purposes and preparing buildings sites by planting, paving, draining and cultivating land and by constructing, reconstructing, pulling down, altering, improving, decorating, furnishing and maintaining offices, flats, houses, bungalows, chawls, factories, warehouses, ships, wharves, buildings, work and conveniences of all kinds, and by consolidating or connecting or subdividing properties, and by leasing, letting or building lease or building agreements, selling (by instalments, or otherwise) And otherwise disposing of the same, and by advancing moneys to and entering into contracts and arrangements of all kinds with builders, tenants and others.
6. To make out, construct, lay down, prepare and maintain gardens, parks, roads, streets, sewers, drains and other works incidental thereto, with power to dedicate such gardens, roads or streets for their public purposes.
7. To purchase for investment or resale and to traffic in land and house and other property of any tenure and any interest therein and to create, sell, and deal in free hold and lease hold ground rents, and to make advances upon the security of land or house or other property, or any interest therein and generally to deal in traffic by way of sale, lease, Exchange or otherwise with land and house property and any other property whether real or personal.
8. To develop and assist in developing any landed property and for that purpose to make advances and enter into guarantees and, generally, to make such arrangements as may be expedient.
9. To establish and open branches, offices and depots and agencies in different parts of India and abroad to make experiments alone or jointly with others with a view to improving the Company's products and business.
10. To adopt such means of making known and distributing the articles and things dealt in by 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.
11. To purchase or otherwise or acquire or undertake all or any part of the business, property, assets, rights and liabilities of any person or Company or, the whole or any portion of the shares in or securities of or obligations or liabilities of any Company carrying on any business with this Company is authorised to carry on which appears calculated directly or indirectly to benefit this Company or possessed of property or rights suitable for the purposes of this Company.



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12. Generally to purchase take on lease or in exchange, hire, or otherwise acquire, any immovable or movable property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, easements, machinery, plant and stock in trade and either to retain any property so required for the purposes of the company's business or to turn the same to account as may seem expedient.
13. To construct, improve, maintain, develop, work, manage, carry out or control any buildings, factories or works, or any roads, ways, reservoirs, water courses, wharves, warehouses, electric works, shops, chawls and other buildings for housing work people and others or other works and conveniences, which may seem calculated to, directly or indirectly to advances the Company's interest and to contribute to, subsidies or otherwise assist or take part in the construction, improvement, maintenance, development, working, management carrying out or control thereof.
14. To advance or lend money, securities, or assets of all kinds, upon such terms as may be arranged, and in particular to customer or persons or Companies having or about to have dealings with the Company or engaged or about to engage in any business or transaction calculated, directly or indirectly to benefit the Company, and to guarantee the payment of money and performance of obligation of all kinds and to give all kinds of indemnities and otherwise to assist financially or otherwise. Provided that the Company shall not carry on any business which may come within purview of the Banking Companies Act or Insurance Act.
15. To employ to investigate and examine into the condition prospects, value, character and circumstances of any business concerns and undertaking and generally of any assets, property or rights.
16. To establish and support or aid in the establishments and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in business or the dependents of such persons, and to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibitions or for any public, general or useful object.
17. To enter into any arrangements with any Government, or authority supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such Governments or authority all rights, concessions and privileges which the Company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, rights, privileges and concessions.



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18. To obtain any provisional order or Act of any Legislature for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
19. To sell, lease, grant licences, easements and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any part thereof, for such considerations as the Company may think fit and in particular of shares, debentures or securities of any other Company.
20. To enter into partnerships or into any arrangements for sharing, profit or losses or for any union of interest, joint adventure, reciprocal concession or cooperation with any person or persons, or Company or Companies carrying on or engaged in or about to carry on or engage in or being authorised to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or in any business transaction capable of being conducive so as directly or indirectly to benefit the Company.
21. To form, promote, establish and bring out or assist or concur in forming, promoting, establishing or bringing out, any Company in the United Kingdom or in any World, for any purpose which may seem calculated directly or indirectly to benefit the Company, and to pay the Whole or any part of the expenses attending the formation and floatation of any such company and in connection therewith to pay commission and to any person or persons for services of any such Company and the placing of its share capital or debenture stock or other securities or obligations or otherwise.
22. To amalgamate, enter into any partnership or partially amalgamate with or acquire any interest in the business of any other company, person or firm carrying on a business included in the objects of the Company or enter into any arrangements for sharing profits, or for co-operation or for limiting competition, or for mutual assistance, with any such person, firm or company or to acquire and carry out any other business (whether manufacturing or otherwise) auxiliary therewith or which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property and to give or accept by way of consideration for any of the acts or things aforesaid, or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain or sell, mortgages and deal with any shares, debentures, debenture stock or securities so received.



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23. To undertake, acquire, take up and hold shares, stocks, debentures, debenture, stock, bonds, obligation and securities issued or guaranteed by any Company constituted or carrying on business in India or in any foreign country, and debentures, debenture stock, bonds, obligation, and securities issued or guaranteed by any Government, Sovereign Ruler, Commissioners, Public Body, or authority, supreme, municipal, local or otherwise, whether at home or abroad.
24. To acquire, any such shares, stocks, debentures, debenture-stock, bonds, obligation and securities by original subscription, tender, purchase, exchange or otherwise and to subscribe for the same, either conditionally or otherwise to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
25. To make donations to such person or persons or institutions either of cash or any there assets as may be thought directly or indirectly conducive of the Company's objects otherwise expedient and in particular to remunerate any person or corporation introducing business to this Company and to subscribe, contribute or otherwise assist or guarantee money for charitable scientific, religious or benevolent, national, public or political or other institutions, objects or for any exhibition or for any public, general or objects and to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences for the benefit of the employees or persons having dealings with the Company or the dependents, relations or connections persons and in particular friendly other benefit societies and to grant pensions, allowances, gratuities and bonuses either by way of annual payments or a lump sum and to make payments towards insurance and to form and contribute provident an benefit funds of or for such persons.
26. To refer or agree to refer any other question 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 the third party, to arbitration in or at any place outside India, and to observe and perform and to do all acts, deeds and things to carry out or enforce the award.
27. To invest and deal with moneys of the Company not immediately required in such manner as may from time to time be determined.
28. To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by mortgage or by the issue of debentures or debenture stock perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its un-called capital and to purchase, redeem and pay off any such securities.
29. To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.



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30. To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants debentures and other negotiable or transferable instruments or securities.
31. To remunerate any person or Company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital, or any debentures, debenture-stock, or other securities of the Company or in or about the formation or promotion of the Company or the acquisition of property by the Company or the conduct of its business.
32. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property whether immovable or movable or any other kind whatsoever and rights of the Company for the time being.
33. To effect all such insurances in relation to the property of the Company and the carrying on of its business and any risk incident thereto as may seem expedient.
34. To distribute any of the property any of the company in specie among the members.
35. To do all or any of the above things either as principles, agents, trustees, contractors or otherwise and by or through agents, sub-contractors, trustees or otherwise and either alone or in conjunction with others.
36. To do all such other things as may be incidental or conducive to the attainment of the above objects.

And it is hereby declared that the word "Company" (save when used in reference to this Company) in this clause shall be deemed to include any partnership or body of persons, whether incorporated or not incorporated and wheresoever domiciled, and that the objects, set forth in any sub-clause of this clause shall not except when the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the Company. None of the such sub-clauses or the object therein specified or the powers there by conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property or acts, proposed to be transacted, acquired, dealt with or performed, do not fall within the objects of the first sub-clause of this clause.

- IV. 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.



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- V. *****The Authorized Share Capital of the Company is INR. 18,72,40,000/- (Rupees Eighteen Crore Seventy-Two Lakh Forty Thousand Only) classified into 17,72,40,000 (Seventeen Crore Seventy-Two Lakh Forty Thousand Only) Equity shares of INR. 1/- (Rupees One each Only) and 1,00,000/- (One Lakh Only) Redeemable Cumulative Preference Shares of INR. 100/- (Rupees Hundred Each Only)**.**

Any shares of the original or increased capital may from time to time be issued with any such guarantee or any such rights of preference, whether in respect of dividends or of payment of capital or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued or with such deferred or qualified rights as compared with any shares previously issued or then about to be issued, or subject to any such provisions or conditions and with any special rights or limited to any such provisions or conditions and with any special rights or limited right or without any right of voting and generally on such terms as the Company may from time to time determine.

****The clause has been altered vide Ordinary Resolution passed at Extra Ordinary General Meeting held on 2nd July 2012.***

******Altered the Authorised Share Capital Clause from INR. 16,00,00,000/- (Rupees Sixteen Crore Only) divided into Rs. 15,00,00,000 (Rupees Fifteen Crore Only) equity shares of Rs. 1/- (Rupees One each) and Rs. 1,00,00,000/- (Rupees One Crore Only) divided into 1,00,000/- (One Lacs Only) Redeemable Cumulative Preference Shares of Rs. 100/- (Rupees Hundred Each)** to INR. 18,72,40,000/- (Rupees Eighteen Crore Seventy-Two Lakh Forty Thousand Only) classified into 17,72,40,000 (Seventeen Crore Seventy-Two Lakh Forty Thousand Only) Equity shares of INR. 1/- (Rupees One each Only) and 1,00,000/- (One Lakh Only) Redeemable Cumulative Preference Shares of INR. 100/- (Rupees Hundred Each Only) pursuant to order pronounced via Order dated 11th May, 2026 by the Hon'ble National Company Law Tribunal, Mumbai Bench-I (the "NCLT" or the "Tribunal") in Company Petition No. CP (CAA) 36/MB/2026 in Company Scheme Application No. CA (CAA) 281/MB/2025 (the "Order") for the Composite Scheme of Arrangement.)***

The rights of the holders of any class of shares for the time being forming part of the Capital of the Company may be modified, affected, varied extended or surrendered either with the consent in writing of the holders of the three fourths of the issued shares of the class or with the sanction of the resolution passed at a separate meeting of the holders of those shares and supported by the votes of the holders of not less than three-fourths of those shares.



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

Name, Address, Description & Occupation of each Subscriber	No. of Shares taken by each subscriber	Name, Addresses, Description & Occupation of Witness
Dharam Chand Anand P.O. Yusuf Sarai. Hauz Khas, New Delhi – 16	One Equity Share	Hemraj C Asher 4 th Floor, 32, Mody Street Bombay – 1
Merchant (Sd.) D. C. Anand	One Equity Share	Solicitor (sd/-) Hemraj C Asher
Allan A.S. Rae Carlton Terrace Warden Road Bombay – 26		
Solicitor (Sd.) A.A.S. Rae		
	Two Equity Shares	

Dated this 31st day of January 1961



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**ARTICLES OF
ASSOCIATION
OF
GABRIEL INDIA LIMITED**

1

For GABRIEL INDIA LTD.

Abhejant
Anshul Bhargava
Company Secretary

THE COMPANIES ACT 1956

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

GABRIEL INDIA LIMITED

1. No regulations contained in Table A in the First Schedule to the Companies Act, 1956, or in the Schedule to any previous Companies Act shall apply to this Company, but the regulations for the management of the Company and for observance for the Members thereof and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or additions to its regulation by Special Resolution as prescribed by the Companies Act, 1956, be such as are contained in these Articles.

Table A not to apply but Company to be governed by these Articles

I. Interpretation

2. In the interpretation of these Articles unless repugnant to the subject or context:

Interpretation Clause

"The Act" means" The Companies Act, 1956" or any statutory modification or re-enactment thereof for the time being in force.

"The Act"

"Auditors" means and includes those persons appointed as such for the time being by the Company.

"Auditors"

"Board Meeting" or" Board of Directors Meeting" means a Meeting of the Directors of the Company duly called and Constituted, including a meeting held through electronic mode or otherwise, or, as the case may be, the Directors assembled as a Board, or the Directors of the Company collectively

"Board Meeting" or "Board of Directors Meeting"*

**"The clause has been altered vide Special Resolution passed at Annual General Meeting held on 21st August, 2012"*

For GABRIEL INDIA LTD.

Anshul Bhargava
Company Secretary

"Capital" means the share capital for the time being raised or authorised to be raised, for the purposes of the Company.

“Capital”

"The Company " or “This Company" means Gabriel India Limited.

**"The Company" or
“This Company”**

"Debenture" includes debenture -stock.

"Debenture"

"Directors" "Directors" means the Directors for the time being of the Company or, as the case may be, the Director assembled as a Board.

"Dividend" "Dividend" includes bonus.

"Gender" Words importing the masculine gender also include the feminine gender.

"In Writing" & "Written" "In writing" and "Written" Include printing, lithography and other modes of representing or reproducing words in a visible form and also include cable anti telegraphic message

"Marginal Note" The Marginal notes hereto shall not affect the construction hereof.

"Members" "Members" mean the subscribers of the Memorandum of Association of the Company and the duly registered holders for the time being of the shares of the Company.

"General Meeting" * "General Meeting" means a meeting of Members, including a meeting held through the electronic mode or otherwise

"Annual General Meeting"* “Annual General Meeting” means a General Meeting of the Members of the company held in accordance with the provisions of Section 166 of the Act and includes the participation through Video Conferencing or any other electronic or otherwise mode/s of participation and includes any adjourned holding thereof

**“The clause has been altered vide Special Resolution passed at Annual General Meeting held on 21st August, 2012”*

"Extraordinary General Meeting"	"Extraordinary General Meeting" means an Extraordinary General Meeting of the Members duly called and constituted and any adjourned holding thereof.
"Month"	"Month" means a calendar month.
"Office"	"Office" means the Registered Office for the time being of the Company.
"Paid up"	"Paid up" includes credited as paid up.
"Persons"	"Persons" includes corporations and firms as well as individuals
"Register of Members"	"Register of Members" means the Register of Members to be kept pursuant to the Act.
"The Registrar"	"The Registrar" means the Registrar of Companies.
"Seal"	"Seal" means the Common Seal for the time being of the Company.
"Secretary"	"Secretary" means any individual possessing the qualification prescribed for the time being by or under the Act or any rules made thereunder and appointed to perform the duties which may be performed by a Secretary under the Act and any other ministerial or administrative duties.
"Share"	"Share" means share in the share capital of the Company and includes stock, except where a distinction between stock and shares is expressed or implied.
"Beneficial Owner"	"Beneficial Owner" means the Beneficial owner as defined in Section 2(1) (a) of the Depositories Act.
"Depositories Act"	"Depositories Act" shall mean the Depositories Act, 1996 and shall include any statutory modification(s) or re-enactment(s) thereof, for the time being in force.
"Depository"	"Depository" means a depository as defined in Section 2(1)(e) of the

Depositories Act.

"Registered Owner"	"Registered Owner" means a registered owner as defined in section 2 (1) (j) of the Depositories Act.
"SEBI"	"SEBI" means the Securities and Exchange Board of India
"Security"	"Security" means such securities as may be specified by SEBI from time to time.
"Singular Number"	Words Importing the singular number include, where the context admits or requires, the plural numbers and vice versa.
"Ordinary Resolution" and "Special Resolution"	"Ordinary Resolution" and "Special Resolution" shall have the meaning respectively assigned thereto by Section 189 of the Act.
"Year"	"Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2(17) of the Act.

Save as aforesaid, any words or expression defined in the Act shall if not inconsistent with the subject or context, bear the same meaning in these Articles.

II. CAPITAL AND INCREASE & REDUCTION IN CAPITAL

3. The Share Capital of the Company is Rs. 16,00,00,000 (Rupees Sixteen Crore only) comprising of Rs.15,00,00,000/- (Rupees Fifteen Crore Only) divided into 15,00,00,000 (Fifteen Crore only) Equity Shares of Re. 1/- (Rupee One only) and Rs. 1,00,00,000 (Rupees One Crore Only) divided into 1,00,000 (One Lac) Redeemable Cumulative Preference Shares of Rs. 100 (Rupees One Hundred) Each.

Increase of Capital by the Company and how carried into effect 4. The Company in General Meeting may, from time to time, increase the capital by the creation of new shares, such increase to be of such aggregated amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act, the new shares shall be issued upon such terms and conditions and with such rights and privileges, annexed thereto, as the resolution shall, prescribe and in particular, such shares may be issued with a preferential or qualified right to dividends, and in the distribution

of assets of the Company, and with a right of voting at General Meetings of the Company. Whenever the capital of the Company is increased under these provisions of this Article the Directors shall Comply with the provisions of Section 97 of the Act.

**New Capital same
by as existing capital**

5. Except so far as otherwise provided by the condition of issue or 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.

**Redeemable
Preference Shares**

6. Subject to the provisions of Section 80 of the Act, the Company shall have the power to issue preference shares which are or at the option of the Company are to be redeemed and the redemption may be effected in the manner and subject to the terms and condition of its issue, and failing this resolution authorising such issue shall prescribe the manner, terms and conditions of redemption.

**Provision to apply
On Issue of redeemable
Preference Shares**

7. On the issue of redeemable preference shares under the provisions of Article 6 hereof, the following shall take effect:

(a) No such shares shall be redeemed except out of profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of the redemption.

(b) No such shares shall be redeemed unless they are fully paid.

(c) The premium if any, payable on redemption must have been provided for out of the profits of the Company or the Company's Share Premium Account before the shares are redeemed.

(d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall out of profits which would otherwise have been available for dividend be transferred to a reserve fund, to be called "the Capital Redemption Reserve Account" a sum equal to the nominal

amount of the shares redeemed and the provisions of the Act relating to the reduction of share capital of the Company shall, except as provided in Section 80 of the Act, apply as if the Capital Redemption Reserve Account were paid up Share Capital of the Company.

Reduction of Capital

8. The Company may (subject to the provision of Section 78,80 & 100 to 105 of the Act) from time to time, by special resolution reduce its capital and any Capital Redemption Reserve Account or premium account in any manner for the time being authorised by law and in particular (without prejudice to generality of the power) capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate, from any power the Company would have if it were omitted.

Buy Back of Shares

9. Notwithstanding anything contained in these Articles, the Board of Director may, when and if thought fit, buy back such of the Company's own shares or securities as it may think necessary, subject to such limits, upon such terms and conditions, and in accordance with the provisions of Sections 77A, 77AA and 77B of the Companies Act, 1956, or any statutory modification thereto and such other regulations as may be issued in this regard.

Sub-division and Consolidation of Shares

10. Subject to the provisions of Section 94 of the Act the Company in General Meeting may from time to time sub-divide or consolidate its shares, or any of them and the resolution whereby any share is sub- Shares divided may determine that, as between the holders of shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, capital or otherwise over, or as compared with the others or other. Subject as aforesaid, the Company in General Meeting may also cancel shares, which have not been taken, or agreed to be taken, by any person and diminish the amount of its share capital by the amount of shares so cancelled.

Alteration of rights holders of special classes of Shares

11. Whenever the Capital by reason of the issue of Preference of Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges

For GABRIEL INDUST LTD.
Abhejani
Anshul Bhargava
Company Secretary

attached to each class may subject to the provisions of Sections 106 and 107 of the Act, be modified, commuted, affected or abrogated or dealt with by holders of at least three-fourths of the nominal value of the issued Shares of the class or is confirmed by a Special Resolution passed at a separate General Meeting of the holders of shares of that class and all the provisions hereinafter contained as to General Meeting shall mutatis mutandis apply to every such Meeting. This Article is not to derogate from any power the Company would have if this Article were omitted

III. SHARES AND CERTIFICATES

Register and Index of Members

12.The Company shall cause to be kept a Register and Index of Members in accordance with Sections 150 and 151 of the Act.

Shares to be numbered progressively and no share to be sub-divided

13.The shares in the capital shall be numbered progressively according to their several denominations and except in the manner hereinbefore mentioned, no share shall be sub- divided.

Further Issue of Capital

14.(a) Where it is proposed to increase the subscribed capital of the Company by allotment of further shares, whether out of un-issued capital or out of increased share capital then such further shares shall be offered to the 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 capital paid up on these shares at that date. Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined. After the expiry of the time. specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose them off in such manner as they think most beneficial to the Company

(b) Notwithstanding anything contained in the preceding sub-clause, the Company may:

(i) by a special resolution, or
(ii) by an ordinary resolution and with the consent to the Central Government issue further shares to any person or persons and such person or persons may or may not include the persons who at the date of the offer are the holders of the equity shares of the Company.

(c) Notwithstanding anything contained in sub-clause (a) above, but subject however to Section 81 (3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares, or to subscribe for shares in the Company.

Shares under control of Directors

15. 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 or any of them to such persons in such proportion, on such terms and conditions and at such times as the Directors think fit provided that the option or right to call in respect of shares shall not be given to any person except with the sanction of the Company in General Meeting. The Board shall cause to be made the returns as to allotment provided for in Section 75 of the Act.

Power also to the Company in General Meeting to issue shares

16. In addition to and without derogating from the power for that purpose conferred on the Board under Articles 13 and 14, the Company in Meeting may subject to the provisions of Section 81 of the Act determine that any shares (whether forming part of the capital or of any increased capital of the Company) shall be offered to persons (whether Members or not) in such proportion and on such terms and conditions and either (subject to the provisions of Section 78 and 79 of the Act) at a premium or at par or at a discount, as such General Meeting shall determine and with full power to give any person (whether a Member or not) the option to call for or be allotted shares of any class of the Company either (subject to compliance with the provisions of Section 78 and 79 of the Act) at a premium or at par or at a discount, such option being exercisable at such times and for such consideration as may be directly by such General Meeting or the Company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares.

Acceptance of Shares

17. Any application signed by, or on behalf of, an applicant for shares in the Company, followed by an allotment of any shares therein, shall be in acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register of Members shall, for the purpose of these Articles, be a Member.

Deposit and calls etc. to be a debt payable immediately

18. The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by him accordingly.

Liability of Members

19. Every Member or his heirs, executors or administrators, shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amount, at such time or times, and in such manner as the Board shall, from time to time, in accordance with these Articles require or fix for the payment thereof.

Share Certificates

20. (a) Every Member or allottee of shares shall be entitled, without payment, to receive one certificate to specifying the name of the person in whose favour it is issued, the shares to which it relates and the amount paid up thereon. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in case of issues against letters of acceptance or of renunciation, or in cases of issue of bonus shares. Every such certificate shall be issued under the seal of the Company which shall be affixed in the presence of two Directors or persons acting on behalf of the Directors under a duly registered power of attorney and the Secretary or some other person appointed by the Board for the purpose, and the two Directors or their attorneys and the Secretary or other person shall sign the share certificate; provided that if the composition of the Board permits it, at least one of the aforesaid two Directors shall be a person other than a Managing or a Whole time Director or , where the Company has a managing agent, a Director appointed by the Managing Agent in pursuance of Section 377 of the Act or a Director to whom Section 261 of the Act applies. Particulars of

every share certificate issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue.

(b) Any two or more joint allottees of a share shall, for the purposes of this Article, be treated as a single Member, and the certificate of any share, which may be the subject of joint ownership, may be delivered to any one of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupee one per share. The Company shall comply with the provisions of Section 113 of the Act.

(c) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the Directors shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

Renewal of Share Certificates

21 (a) No certificate of any share or shares shall be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out, or where the space on the reverse for recording transfers have been fully utilised unless the certificate in lieu of which it is issued is surrendered to the Company. The Company shall not charge any fee for registration of transfer of shares and debentures;

for sub-division and consolidation of share and debenture certificates and for sub-division of Letter of Allotment and Split, Consolidation, Renewal and Pucca Transfer Receipts into denominations corresponding to the market units of trading;

for sub-division of renounceable Letter of Right ;

for issue of new certificates in replacement of those which are old, decrepit or worn out or where the cages on the reverse for recording transfers have been fully utilised ;

for registration of any Power of Attorney, Probate, Letters of Administration or similar other documents;

The Company will not charge any fees exceeding those which may be agreed upon with the Exchange for issue of new certificates in replacement of those that are torn, defaced, lost or destroyed ;

for sub-division and consolidation of share and debenture certificates and for sub-division of Letters of Allotment and split Consolidation, Renewal and Pucca Transfer Receipts into denominations other than those fixed for the market units of trading.

(b) When a new share certificate has been issued in pursuance of clause (a) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "Duplicate issued in lieu of Share Certificate No... ..". The word "duplicate" shall be stamped or punched in bold letters across the face of Share Certificate.

(c) Where a new share certificate has been issued in pursuance of clause (a) of this Article, particular of every such share - certificate shall be entered in a Register of Renewed and Duplicate Certificate indicating against the names of the persons to whom the certificate is issued, the number and date of issue of share certificate in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members by suitable cross references in the "Remarks " column.

(d) All blank forms to be used for issue of share certificate shall be printed and the printing shall be done only on the authority, of a resolution of the Board. The blank forms shall be consecutively machine numbered and the blocks engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or such other person as the Board may appointed for the purpose; and the Secretary of the other person aforesaid shall be responsible for rendering an account of these forms to the Board.

(e) The Managing Director of the Company for the time being or, if the Company has no Managing Director, every Director of the Company shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of the share certificates except the blank forms of share certificates referred to in clause (d) of this Article.

(f) All books referred to in clause (e) of this Article above shall be preserved in good order permanently.

The first named of the Joint-holders 22. If any share stands in the names of two or more persons, the person first named in the Register of Members shall as regards receipt of dividends or bonus or service of notices and all or any other matter connected with the Company, except voting at meetings and the transfer of the share, be deemed the sole holder thereof, but the joint-holders of a share shall be severally as well as jointly liable for the payments of all installments and calls due in respect of such share and for all incidents thereof according to these Articles.

Holder deemed sole holder. Trusts not recognised 23. Except as required by law, no person shall be recognized 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 recognize (even when having notice there of) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of share or (except only as by these Articles or by law otherwise provided or under an Order of a Court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder; but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

Funds of Company may not be applied in purchase of share of the Company 24. None of the funds of the Company shall be applied in the pursuance of any share in the Company, and it shall not give in the financial assistance for, or in connection with, the purchase or Subscription of any share in the Company or in its holding Company save as provided by Section 77 of the Act

IV. UNDERWRITING AND BROKERAGE

Commission may be paid 25. Subject to the provision of Section 76 of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in or debentures of the Company or for procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in or debentures of the

Company ; but so that the commission shall not exceed, in the case of shares, five percent of the price at which the shares are issued and, in the case of debentures, two and one - half percent of the price at which the debenture are issued. Such commissions may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in other.

Brokerage

26. The Company may pay such sum for brokerage as may be lawful and reasonable.

V. INTEREST OUT OF CAPITAL

Interest out of Capital

27. Where any shares are issued for the purpose of raising funds to defray the expenses of the construction of any works or buildings, or the provision of any plant, which cannot be made profitable for lengthy period, the Company may pay interest on so much of that share capital as is for the time being paid up for the period, at the rate and subject to conditions and restrictions provided by Section 208 of the Act, and may charge the same to capital, as part of the cost of construction of the work or building or the provision of plant.

I. CALLS

Directors may make Calls

28. Subject to the conditions of allotment of shares, the Board may, from time to time, by a resolution passed at a meeting of the Board (and not by a resolution by circulation) make such call as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively, and each Member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board. A call may be made payable by installments. A call may be revoked or postponed at the discretion of the Board.

Notice of Calls

29. Thirty days notice at the least of any call shall be given by the Company specifying the time and place of payment and the persons to whom such call shall be paid provided that before the time for payment of such call the Board may by notice in writing revoke the same.

Calls to date from Resolution

30. A call shall be deemed to have been made at the time when the resolution authorizing such call was passed at a meeting of the Board.

For GADRIEL INDUST LTD.
Abhejani
Anshul Bhargava
Company Secretary

Liability of joint-holders

31. The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

Sums deemed to be Calls

32. Any sum which by the terms of issue of share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premiums shall for the purpose of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

Directors may extend time

33. The Board may, from time to time, at its discretion extend the time fixed for the payment of any call and may extend such time as to all or any of the Members whom, from residence at a of suit distance or other cause, the Board may deem fairly entitled to such extension, but no Member shall be entitled to such extension save as a matter of grace and favour.

Calls to carry interest

34. If any Member fails to pay and call due from him on the day appointed for payment thereof or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board; but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member.

Proof of trial of suit formoney due on share

35. On the trial or hearing or any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares it shall be sufficient to prove that the name of the Member in respect whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder at or subsequently to the date at which the money sought to be recovered is alleged to have become due, of the shares in respect of which such money is sought to be recovered that the resolution making the call is duly recorded in the minutes book, and that notice of such call was duly given to the Member or his representatives sued in pursuance of these Articles; and it should not be necessary to prove the appointment of the Directors who made such call nor that a quorum of Directors was present at the

Board at which any call was made nor that the meeting at which any call was made was duly convened or constituted nor any other matter whatsoever, but the proof of matters aforesaid shall be conclusive evidence of the debt.

**Partial payment
not to preclude
forfeiture**

36. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of his shares, either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

**Payment in
anticipation of calls
May carry interest**

37(1) The Board may, if it thinks fit, agree to and receive from any Member willing to advance the same, all or any part of the amounts of his shares beyond the sums actually called up; and upon the moneys so paid in advance or upon so much thereof, from time to time and at any time thereafter, as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest at such rate as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months' notice in writing provided that any amount paid up in advance of calls on any share may carry interest but shall not in respect thereof confer a right to dividend or to participate in profit.

(2) No Member 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.

VII LIEN

**Company's lien on
Shares**

38. The Company shall have no lien on its fully paid shares. In the case of partly paid shares the Company shall have a first and paramount lien on such shares registered in the name of each Member, whether solely or jointly with others and upon the proceeds of sale thereof, for all money called or payable at a fixed time in respect of such shares and whether held solely or jointly with any other person, and whether the period for payment,

fulfillment or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Article 38 is to have full effect. Any such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

As to enforcing lien by sale 39. For the purposes of enforcing such a lien, the Board may sell the shares subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorise one of their number to execute a transfer thereof on behalf of and in the name of such Member. No sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such Member or his representatives and default shall have been made by him or them in payment, fulfillment or discharge of such debts, liabilities or engagements for thirty days after such notice.

Application of Proceeds of Sale 40. The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of sale which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

VIII. FORFEITURE OF SHARES

If money payable on shares not paid, notice be given to Members 41. If any Member fails to pay any call or installment of a call on or before the day appointed for the payment of the same or any to such extension thereof as aforesaid, the Board may, at any time thereafter during such time as the call or installment remains unpaid, give notice to him or his legal representatives requiring him to pay the same together with any interest that may have accrued and all expenses' that may have been incurred by the Company by reason of such non-payment.

Form of Notice 42. The notice shall name a day (not being less than thirty days from the date of the notice) and a place or places on and at which

such calls or installments and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of the non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited.

In default of payment, shares to be forfeited

43. If the requirements of any notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given may at any time thereafter before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture

Notice of forfeiture to a Member

44. When any share shall have been so forfeited, notice of the forfeiture shall be given to the Members in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture with the date thereof shall forthwith be made in the Register of Members. The provisions of this Article are, however, directory only, and no forfeiture shall in any manner be invalidated by omission or neglect to give such notice or to make such entry as aforesaid.

Forfeited share to be property of the company and may be sold, etc.

45. Any share so forfeited shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed off, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.

Member still liable to pay money given at time of forfeiture and interest

46. Any Member whose shares have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of forfeiture until payment, at such rate, not exceeding 12 per cent per annum as the board may determine, and the Board may enforce the payment, thereof, if it thinks fit

Effect of forfeiture

47. The forfeiture of a share shall involve extinction at the time of the forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights incidental to the share, except only such of these rights as by these Articles are expressly saved.

Evidence of forfeiture 48. A declaration in writing that the declarant is a Director or the Secretary of the company and that a share in the Company has been duly forfeited in accordance with these Articles 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.

Validity of sales under Articles 38 and 39. 49. Upon the sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Cancellation of share certificates in respect of forfeited shares 50. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by- the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the Board shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.

Power to annul forfeiture 51. The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed off, annul the forfeiture thereof upon such condition as it think fit.

IX TRANSFER AND TRANSMISSION OF SHARES

Register of Transfers 52. The Company shall keep a book to be called the Register of Transfers, and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share.

Form of Transfer 53. The instrument of transfer shall be in writing and all the Section 108 of the Companies Act 1956, and of any statutory modification thereof for the time being shall be duly complied with

in respect of all transfer of shares and the registration thereof.

**To be executed
by transferor
and transferee**

54. Every such instrument of transfer shall be executed both by the transferor and the transferee and attested, and the transferor shall be deemed to remain the holder of such share until the name of the transferee shall have been entered in the Register of Members in respect thereof. Shares of different classes shall not be transferred on the same instrument of transfer without the consent of the Board.

**Transfer Books
when closed**

55. The Board shall have power on giving twenty one days' previous notice by advertisement in some newspaper circulating in Bombay to close the Transfer Books, the Register of Members or Register of Debenture holders at such time or times and for such period or periods, not exceeding thirty days at a time and exceeding in the aggregate forty-five days in each year as to it may seem expedient.

**Directors may
refuse to register
transfers**

56. Subject as hereinafter mentioned the Board may, at its own discretion and without assigning any reason, decline to register or acknowledge any transfer of shares (notwithstanding that the proposed transferee be already a Member), but in such case it shall, within two months from the date on which the instrument of transfer was lodge with the Company send to the transferee and the transferor notice of the refusal to register such transfer. Provided that registration of transfer shall not be refused on the ground of the transferor being, either alone or jointly with any other person or persons, indebted to the Company on any account whatsoever except where the Board has exercised the power of lien vested in it under these Articles in respect of the shares proposed to be transferred.

**Restriction
on transfer**

57. No share shall in any circumstances be transferred to a minor, insolvent or person transfer of unsound mind.

**Death of one or
more joint holders
of shares**

58. In the case of the death of any one or more of the person named in the Register of Members as the joint holders of any share the survivor or survivors shall be the only person recognized by the Company as having any title to or interest in such share, but nothing herein -contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

**Title to share
Deceased
Minor**

59. The executors or administrators or holders of a Succession of Certificate or the legal deceased Member representatives of a deceased Member (not being one of two or more joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such Member and the Company shall not be bound to recognize such executors or administrators or holders of a Succession Certificate or the legal representatives unless such executors or administrators or legal representatives shall have first obtained probate or Letters of Administration or Succession Certificate, as the case may be, from a duly constituted Court in the Union of India, provided that in any case where the Board in its absolute discretion thinks fit the Board may dispense with production of Probate or Letters of Administration or Succession Certificate upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and under Article 59 register the name of the person who claims to be absolutely entitled to the share standing in the name of a deceased Member, as a Member.

**Registration of
person entitled
to shares
otherwise than
by transfer**

60. Subject to the provisions of Articles 57 and 58 any person entitled to shares in consequence of the death, lunacy, bankruptcy, insolvency or liquidation of any Member, or the marriage of any female Member, or by any lawful means other than by a transfer in accordance transfer with these Articles, may, with the consent of the Board (which it shall not be under any obligation to give) upon producing of such evidence that he sustains the character in respect of which proposes to act under the Article or of his title, as the Board thinks sufficient either be registered himself as the holder of the shares or elect to have some person nominated by him and approved by the Board registered as such holder; provided, nevertheless that if such person shall elect to have his nominee registered he shall testify the election by executing to his nominee an instrument of transfer in accordance with the provisions herein contained, and until he does so, he shall not be freed from, any liability in respect of the share. This Article is referred to in these Articles as "The Transmission Article".

**Transfer to
be presented
with evidence
of title**

61. Every instrument of transfer shall be presented to the Company duly stamped for registration accompanied by such evidence as the Board may require to prove the title of the transferor of his right to transfer the shares.

Custody of registered instrument	62. Every-registered instrument of transfer shall remain in the custody of the Company until destroyed by the order of the Board.
Condition of registration of transfer	63. Before the registration of a transfer the certificate or certificates of the share or shares to be transferred must be delivered to the Company along with (save as provided in Section 108 of the Act) a properly stamped and executed instrument of transfer.
Dematerialization of Securities	64. (1) Notwithstanding anything contained in these, the Company shall be entitled to dematerialize / rematerialize its Securities and to offer Securities in a dematerialized form pursuant to the Depositories Act, 1996.
Option for investors	(2) Every person subscribing to Securities offered by the Company shall have the option to receive Security Certificates or to hold the Securities with a Depository, such a person who is the Beneficial Owner of the Securities can at any time opt out a Depository, if permitted by law, in respect of any Security in a manner provided by the Depositories Act, and the Company shall in the manner and within the time prescribed, issue to the Beneficial Owner the required Security Certificates. If a person opts to hold his Security with a Depository, the Company shall intimate such Depository the details of allotment of the Security and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the security.
Securities in Depositories to be in fungible form	(3) All securities hold by a Depository shall be dematerialised and be in fungible form. Nothing contained in Sections 153, 153A, 153B,, 187B, 187C, and 372A of the Act shall apply to Depository in respect of the Securities held by it on behalf of the Beneficial Owners.
Rights of Depositories and Beneficial owners	(4) (a) Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the Registered Owner for the purposes of affecting transfer of ownership of the Security on behalf of the Beneficial Owner. (b) Save as otherwise provided in (a) above, the Depository as the Registered Owner of the Securities shall not have any voting rights

or any other rights in respect of the Securities held by it.

(c) 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 the 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 a Depository.

Service of Documents

(5) Notwithstanding anything to the contrary contained in the Act or these 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 by delivery of floppies or discs.

Transfer of Securities

(6) (a) Nothing contained in Section 108 the Act or these Articles shall apply to a transfer of Securities affected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.

(b) In the case of transfer or transmission of shares or other marketable Securities where the Company has not issued any certificate and where such shares or securities are being held in any electronic or fungible form in a Depository, the provisions of the Depositories Act shall apply.

Allotment of Securities dealt within a Depository.

(7) Notwithstanding anything in the Act or these Articles, where Securities are dealt with by a Depository, the Company shall intimate the details of allotment of relevant Securities, thereof to the Depository, immediately on allotment of such Securities.

Certificate number and distinctive numbers of securities by held in a Depository

(8) Nothing contained in the Act or these Articles regarding the necessity for having certificate number/distinctive numbers for Securities issued of the Company shall apply to Securities held a Depository.

Register and Index of Beneficial Owners

(9) The Register and Index of Beneficial Owners maintained by a Depository under the Depositories Act shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.

The Company not liable for disregard of a notice prohibiting registration of a transfer

65. 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 transferor of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under may have been entered or referred to in some book of the Company, any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some books 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.

X. COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

Copies of Memorandum and Articles of Association to be sent by the Company

66. Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 39 of the Act shall be sent by the Company to every Member at his request within seven days of the request on payment of the sum of Rupee one for each copy

Nomination

67. (1) Every holder of share(s) in, and/or debenture(s) of, the Company, so entitled under the Act and rules framed thereunder, may, at any time, nominate, in the manner prescribed under the Act, a person to whom his share(s) in, and/or debenture(s) of, the Company, shall vest in the event of his death.

(2) Where the share(s), and /or debenture(s) of the Company, are held by more than one person jointly, the joint-holders so entitled under the Act and rules framed thereunder, may together nominate, in the manner prescribed under the Act, a person to whom all the rights in the share(s) and/or debenture(s) of the Company, as the case may be, shall vest in the event of death of all the joint-holders.

(3) Notwithstanding anything contained in any other law for the time being in force or in these Articles or in any disposition, whether testamentary or otherwise, in respect of such share(s) in, and/or debenture(s) of , the Company, where a nomination made in the manner prescribed under the Act purports to confer on any person the right to vest the share(s) in, and/or debenture(s) of the Company, the nominee shall, on the death of the shareholder and/or debenture holder concerned or on the death of the joint holders, as the case may be, become entitled to all the rights in relation to such share(s) and/or debenture(s) to the exclusion of all other persons, unless the nomination is varied or cancelled in the manner prescribed under the Act.

(4) Where the nominee is a minor, the holder of the share(s) in, and/or debenture(s) of, the Company, can make a nomination in the manner prescribed under the Act, to appoint any person to become entitled to the share(s) in, and /or debenture(s) of, the Company, in the event of his death during the minority.

Transmission in case of nomination

68. (1) Notwithstanding anything contained in these Articles, any person who become a nominee by virtue of the provisions of Article 65A upon the production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either

(a) to be registered himself as holder of the share(s), and/or debenture(s) as the case may be; or

(b) to make such transfer of the share (s) and/or debenture (s), as the case may be, as the deceased shareholder and/or debenture holder, as the case may be, could have made.

(2) If the person being a nominee, so becoming entitled, elects himself to be registered as holder of share(s) and/or debenture(s), as the case may be, he shall deliver or send to the Company, a notice in writing duly signed by him stating that he so elects and such notice shall be accompanied with the death certificate(s) of the deceased shareholder and/or debenture holder, as the case may be.

(3) All the limitations, restrictions and provisions of these Articles, relating to the right to transfer and the registration of transfers of

share(s) and/or debenture(s) shall be applicable to any such notice or transfer as aforesaid as if the death of the shareholder/debenture holder had not occurred and the notice or transfer were signed by that shareholder and/or debenture holder, as the case may be.

(4) A person, being a nominee, becoming entitled to the share(s) and/or debenture(s) by reason of the death of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he was the registered holder of the share(s) and/or debenture(s), except that he shall not, before being registered as a Member in respect of his share(s) or debenture(s), be entitled in respect of it to exercise any right conferred by Membership 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(s) and/or debenture(s) 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(s) and/or debenture(s), until the requirements of the notice have been complied with.

XI BORROWING POWERS

Power to Borrow

69. Subject to the provision of Section 292 and 293 of the Act and of these Articles, the Board may from time to time at its discretion by a resolution passed at a meeting of the Board, accept deposits from Members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the Company provided, however, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) the Board shall not borrow such moneys without the consent of the Company in General Meeting.

The payment or repayment of Moneys borrowed

70 The payment or re-payment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and condition **in all** respects as the Board may think fit, and in particular by a resolution passed at meeting of the Board (and not by resolution by

circulation) by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being; and debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Terms of issue of debentures

71. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and any privileges and conditions as to redemption, surrender, drawing allotment of shares and attending (but not voting) at General Meetings, appointment of Directors and otherwise.

Debentures with the rights to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting.

Register of mortgages, etc to be kept

72. The Board shall cause a proper Register to be kept in accordance with the provisions of Section 143 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company, and shall cause the requirement of Section 118, 125 and 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with so far as they fall to be complied with by the Board.

Register and index of Debenture holders

73. The Company shall, if at any time issues debentures, keep a Register and Index of Debenture-holders in accordance with Section 152 of the Act.

XII CONVERSION OF SHARES INTO STOCK AND RECONVERSION

Shares may be converted into stock

74. The Company in General Meeting may convert any paid up shares into stock; and when any shares shall have been converted into stock; the several holders of such stock" may henceforth transfer their respective interest therein or any part of such interest in the same manner and subject to the same regulations under which the shares from which the stock arose might have been transferred, if no such conversion had taken place, or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into paid up shares of any denomination.

**Rights of
Stock holders**

75 The holders of stock shall, according to the amount of stock held by them, they have the same right, privileges and advantages as regards dividends, voting at meeting of the Company and other matters, as if they held the shares from which the stock arose; but no such privileges or advantage (except participation in the dividends and profits of the Company and in the assets of the Company on winding-up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

XIII MEETING OF MEMBERS

**The Annual
General Meeting**

76. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. All General Meeting other than Annual General Meeting shall be called Extraordinary General Meetings. The first Annual General Meeting shall be held within eighteen months from the date of incorporation of the Company, and the next Annual General Meeting shall be held within six months after the expiry of the financial year in which the first Annual General Meeting was held; and thereafter an Annual General Meeting shall be held within six months after the expiry of each financial year, provided that not more than fifteen months shall elapse between the date of an Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the rights conferred upon the Registrar under the provisions of Section 166 (1) of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called for at a time during business hours, on a day that is not a public holiday, and shall be held at the Registered Office of the Company, or at some other place within the City of Bombay as the Board may determine and the Notices calling the Meeting shall specify it as Annual General Meeting. The Company may in any one Annual General Meeting fix the time for its subsequent Annual General Meeting. Every Member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as an auditor. At every Annual General Meeting of the Company there shall be laid on the table

the Directors' Report and Audited Statement of Accounts, Auditors' Report (if not already incorporated in the Audited Statement of Accounts) the Proxy Register with proxies and the Register of Directors' Shareholding which latter register shall remain open and accessible during the continuance of the meeting, the Board shall prepare the Annual Return, Balance Sheet and Profit and Loss Account and forward the same to the registrar of Companies, Maharashtra, in accordance with Sections 159, 161 and 220 of the Act.

- Annual Summary** 77. The Board of Directors shall within 60 days from the date on which each of the Annual General Meeting referred to in Article 73 and Section 166 of the Act is held prepare and file an Annual Return with the Registrar containing particulars as specified in Section 159 and 161 and also the prescribed copies of the Profit and Loss Account and Balance Sheet in the manner provided under Section 220 of the Act.
- Extraordinary General Meeting** 78. The Board may, whenever it thinks fit, call an Extraordinary General Meeting and it shall do so upon a requisition in writing by any Member or Members holding in the aggregate not less than one-tenth of such of the paid-up capital as at that date carried the right of voting in regard to the matter in respect of which the requisition has been made.
- Requisition of Members** 79. Any valid requisition so made by a Member or Members must state the object or objects of the meeting proposed to be called and to state objects must be signed by the requisition and be deposited at the registered office provided that such requisition may consist of several documents in like form, each signed by one or more requisitionists. In case of joint shareholders of shares, such requisition signed by all the joint-holders.
- On receipt of to call meeting and in default requisitionists may do so.** 80. Upon receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of requisition being deposited at the office, to cause a meeting to be so called on a day not later than forty five days from the date of deposit of the requisition, the requisitionists or such of their number as represent a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid up share capital of the Company as is referred to in Section 169 (4) of the Act, whichever

is less or a majority of them in value may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.

**Meeting called
by requisitionists**

81. Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meeting are to be called by the Board.

**Twenty one days
notice of meeting
to be given**

82. Twenty one days notice at the least of every General Meeting, Annual or Extraordinary and by whomsoever called specifying the day, place and hour of meeting and the general nature of the business to be transacted thereat, shall be given in the manner hereinafter provided to such person as are under these Articles entitled to receive notice from the Company. Provided that in the case of an Annual General Meeting with the consent in writing of all the Members entitled to vote thereat and in the case of any other meeting with the consent of Members holding not less than 95 per cent of such part of the paid up share capital of the Company as gives a right to vote at the meeting, a meeting may be convened by a shorter notice. In the case of an Annual General Meeting if any business other than (i) the consideration of the accounts, balance sheet and reports of the Board of Directors and Auditors, (ii) the declaration of dividend (iii) the appointment of Directors in place of those retiring, (iv) the appointment of, and fixing of the remuneration of the Auditors, is to be transacted, and in the case of any other meeting in any event, there shall be annexed to the notice of the Meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every Director, Managing Agents, Secretaries and Treasurers and the Manager (if any). Where any such item of business relates to , or affects share into stock; and when any such shares shall have been converted into any other Company, the extent of shareholding interest in that other Company of every Director, the Managing Agent, Secretaries and Treasurers and the Manager, if any, of the Company shall also be set out in the statement if the extent of such shareholding interest be not less than twenty per cent of the paid up share capital of the other Company. Where any item of business consists of the according of approval to any document by the meeting, the time and place, where the documents can be inspected, shall be specified in the statement aforesaid.

Omission to give notice and to invalidate resolution passed

83. The accidental non-receipt of such notice by any Member or other person to whom it should be given shall not invalidate any proceedings at such a meeting.

Notice business to be given

84. No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business which has not been specifically mentioned in the notice or notices upon which it was convened.

Quorum

85. Five Members present in person shall be a quorum for the General Meeting. A body corporate being a member shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act.

If quorum is not present, meeting to be dissolved or adjourned

86. If at the expiration of half an hour from the time appointed for holding a meeting of a Company a quorum shall not be present, the meeting if convened by or upon the requisition of Members, shall be dissolved, but in any other case the meeting shall stand adjourned to such time on the following day or on such other day and to such place as the Board may determine, and if no such time and place be determined, to the same day in the next week or if that day is a public holiday until next succeeding day which is not a public holiday at a same time and place and if at such adjourned meeting a quorum of Members is not present at the expiration of half an hour from time appointed for the meeting, those Members who are present shall be a quorum, and may transact the business for which the meeting was called.

Chairman of General Meeting

87. The Chairman of the Board shall be entitled to take the Chair at every General Meeting whether Annual or Extra-Ordinary. If there be no such Chairman of the Board or if at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting or if he is unable or unwilling to take the Chair, then Mr.Satish Chand Anand, so long as he is a director of the company and failing him , the Directors present shall elect one of their number to be the Chairman of the meeting. If no Director be present or if all the Directors present decline to take the Chair, then the Members present shall elect one of their number to be Chairman of the meeting.

Business confined to election of Chairman while chair is vacant	88. No business shall be discussed at any General Meeting except the election of a Chairman while the Chair is vacant.
Chairman with consent may adjourn meeting.	89. The Chairman with the consent of the meeting may and shall if so directed by the meeting adjourn any meeting, from time to time and from place to place, but no business shall be transacted at any adjourned meeting from which the adjournment took place.
Question at General Meeting how decided	90. At any General Meeting a resolution put to the vote of the meeting shall be decided on show of hands, unless a poll is (before or on the or on the declaration of the result of voting on show of hands) ordered to be taken by the Chairman of the Meeting on his own motion ordered to be taken by him on a demand made in that behalf by any Member or Members present in person or by proxy and holding shares in the Company which confer a power vote on the resolution not being less than one-tenth of the total voting power in respect the resolution, or on which an aggregate sum of not less than fifty thousand rupees has been paid-up. The demand for a poll may be withdrawn at any time by person or persons who make the demand. Unless a poll is demanded, a declaration by the Chairman that resolution has, on a show of hands, been carried or carried unanimously, or by particular majority or lost and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.
Chairman's casting vote	91. In the case of an equality of votes the Chairman shall both on a show of hands and at a poll (if any) shall have a casting vote.
Poll to be taken if demanded	92. If a poll is demanded as aforesaid the same shall, subject to Article 91, be taken at stated time (not later than 48 hours from the time when the demand was made) and place, either by open voting or by ballot, as the Chairman shall direct, and either at once or an interval or adjournment or otherwise and the result of the poll shall be deemed to be resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

**Scrutinizers
at Poll**

93. Where a poll is to be taken, the Chairman of the meeting shall appoint one or at his discretion two scrutinizers who may or may not be Members of the Company to scrutinize the votes given on the poll and to report thereon to him. The Chairman shall have power at any time before the result of the poll is declared to remove scrutinizer from office and fill the vacancy in the office of scrutinizer from arising from such removal or from any other cause.

**In what,
case poll
taken without
adjournment**

94. Any Poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith.

**Demand for poll
not to prevent
transaction of other
business**

95. The demand for a poll, except on questions of the election of the Chairman and of an adjournment, shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

**Conducting of the
General
Meeting of the
Members
of the Company
through
Electronic mode*:**

96. A General Meeting of the Members of the Company can be conducted through Electronic mode at the discretion of the Board of Directors of the Company by use of electronic techniques/ mode/s like video conferencing, etc. and such General Meetings conducted through use of electronic techniques would be considered as a duly conducted General Meeting subject to fulfillment of such conditions; with regards to conducting of General Meeting by electronic mode and capturing of accurate voting processes at such General Meetings; as may be prescribed in this behalf by the Ministry of Corporate Affairs from time to time.

**“The clause has been altered vide Special Resolution passed at Annual General Meeting held on 21st August, 2012”*

XIV. VOTES OF MEMBERS

Members in

97. No Member shall be entitled to be present or to vote on any

**arrears not
to vote**

question either personally or by proxy at any General Meeting, Annual or Extraordinary or of a meeting of a class of Shareholders of the Company either upon a show of hands or upon a poll or to be reckoned in a quorum while any call or other sum shall be due and payable to the Company in respect of any of the shares held by him, whether alone or jointly with any other person or persons on which any calls or other sums presently payable by him alone or jointly with any other person or persons have not been paid, or in regard to which the Company has exercised any right of lien.

Voting Rights

98. Subject to the provision of the Act, and of these Articles the voting rights of the Members of the Company shall be as follows:-

(a) Upon a show of hands every Member of the Company present in person and holding any equity share capital therein shall have one vote.

(b) Upon a poll, the voting rights of every Member present in person or by proxy shall be in proportion to his share of the paid-up equity capital of the Company.

(c) Subject to the provisions of Clause (b) of sub-section (2) of Section 87 of the Act every Member of the Company and holding any preference share capital therein shall have a right to vote only on resolution placed before the Company directly affecting the rights attached to his preference shares.

**Casting of votes
by a Member
entitled to
more than
one vote**

99. On a poll taken at a meeting of the Company, a Member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in same way all the votes he uses.

**How Members
non-composmentis
and minor
may vote**

100. 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, any such committee or guardian may, on a poll, vote by proxy. If any Member be a minor the vote in respect of his shares shall be by his guardians, if more than one, to be elected in case of dispute by the Chairman of the meeting.

Votes of joint Members

101.If there be joint registered holders of any shares, any one of such persons may vote at any meeting or may appoint another person (whether a Member or not) as his proxy in respect of such shares, as if he were solely entitled thereto, and the proxy so appointed shall not have the right to speak at the meeting; and if more than one of such joint-holders be present at any meeting, that one of the said persons so present whose name stands higher on the Register, shall be alone entitled to speak and to vote in respect of such shares, but the other or others of the joint-holders shall be entitled to be present at the meeting Several executors or administrators of a deceased Member in whose names shares Stand shall, for the purposes of the Articles, be deemed joint-holders thereof.

Voting in person or by proxy

102. Subject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a Member may vote by a proxy or by a representative duly authorised in accordance with Section 187 of the Act and such representative shall be entitled to exercise the same rights and powers (including the rights to vote by proxy) or behalf of the body corporate which he represents as that body could exercise if it were an individual Member.

Appointment of proxy

103. Every proxy (whether a Member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such Appointer is a body corporate under its Common Seal or the hand of its attorney, who may be the appointer, and any committee or guardian may appoint such proxy.

Appointment of proxy to vote on show of hands

104. A Member present by proxy shall be entitled to vote on a show of hands as well as on poll.

Deposit of instrument of appointment

105.The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or notarially certified copy of that power or authority shall be deposited at the office not later than twenty-four hours before the time for holding the 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. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution at an

For GABRIEL INDUST LTD.
Abhejani
Anshul Bhargava
Company Secretary

adjourned meeting or on a poll demanded at a meeting or adjourned meeting in case where the meeting was originally held within twelve months from that date.

Form of Proxy 106. Every instrument of proxy whether for a specified meeting or otherwise shall as nearly as circumstances will admit be in any of the forms set out in Schedule IX of the Act.

Validity of votes given by proxy notwithstanding death of Member 107. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of proxy or of any power of attorney under which such proxy was signed or the transfer of share in respect of which the vote is given, provided that no intimation in writing of the death, revocation or transfer, shall be received at the office before the meeting.

Time for objections to vote 108. No objection shall be made to the validity of any vote, except at the meeting or poll at which such vote shall be tendered and every vote, whether given personally or by proxy, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

Chairman at any meeting to be the judge of validity of any vote 109. The Chairman of any meeting be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

Minutes of General Meeting and inspection thereof by Members 110. (1) The Company shall cause minutes of all proceedings of General Meeting to be kept by making within 14 days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.

(2) Each page of every such book shall be initialed or signed and the last page of the record of the proceedings of each meeting in such books shall be dated and signed by the Chairman of the same meeting within the foresaid period of 14 days or in the event of death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.

(3) In no case the minutes of proceedings of a meeting shall be

attached to any such book as aforesaid by pasting or otherwise

(4) The minutes of each meeting shall contain a fair and correct summary of proceedings thereat.

(5) All appointments of officers made at any of the meeting aforesaid shall be included in the minutes of the meeting.

(6) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting

(a) is or could reasonably be regarded as defamatory of any person, or

(b) is irrelevant or immaterial to the proceedings, or

(c) is detrimental to the interest of the Company.

The Chairman of the meeting shall exercise an absolute discretion in regard to inclusion or non-inclusion of any matter in the minutes of the aforesaid grounds

(7) Any such minutes shall be evidence of the proceeding recorded herein.

(8) The book containing the minutes of the proceedings of General Meeting shall be kept at the Registered office of the Company and shall be open, during the business hours, for such periods not being less in aggregate than two hours in each day as the Directors, determine, to the inspection of any Member without charge.

Postal Ballot

111.(1) Notwithstanding anything contained in the Articles of Association of the Company, the Board of Directors may, and in case of resolutions relating to such business as the Central Government may, by notification under the provisions of section 192A of the Companies Act, 1956, declare to be conducted only by postal ballot, shall, get any resolution passed by means of a postal ballot, instead of transacting the business in General Meeting of the Company.

(2) Where it is decided to pass any resolution by resorting to postal ballot, the Company shall send a notice to all the Members, along

with a draft resolution explaining the reasons thereof, and requesting the Members to send their assent or dissent in writing on a postal ballot within a period of thirty days from the date of posting of the letter.

(3) The notice shall be sent by registered post acknowledgement due, or by any other method as may be prescribed by the Central Government in this behalf, and shall include with the notice, a postage pre-paid envelope for facilitating the communication of the assent or dissent of the Member to the resolution within the said period.

(4) If a resolution is assented to by a 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 the behalf.

(5) It is clarified that the term postal ballot in this Article shall include voting by electronic mode.

XV. DIRECTORS

Number of Directors 112. (1) Until otherwise determined by a General Meeting of the Company and subject to Section 252 of the Act, the number of Directors (excluding Debenture Directors and alternate Directors) shall neither be less than three nor more than twelve.

Power to appoint Directors 2) If and so long as Gabriel International Inc. of Panama and/or their subsidiary or association of Companies and/or Mr. Dharam Chand Anand and/or Mr. Deep Chand Anand shall hold not less than 26 per cent of the issued share capital of the Company, they shall be entitled to appoint by a notice in writing addressed to the Company such number of person persons not exceeding one-third of the total number of Directors (less the Managing Director) for the time being (or if the number is not a multiple of three, the number nearest to but not greater than one-third) to be the Directors of the Company and they shall also entitled from time to time to remove such Director or Directors and appoint another or others in his or their place and also to fill in any vacancy which may occur as result of a person ceasing to be a Director for any reason whatever. A Director appointed under the Article shall not be liable to retire by rotation.

Disqualification 113. Subject to Section 274(2) of the Act, a person shall not be

For GABRIEL INDIA LTD.
Abhejani
Anshul Bhargava
Company Secretary

of a Director

capable of being appointed Director of a Company, if

- a. he has been found to be of unsound mind by a Court of Competent Jurisdiction and the finding is in force;
- b. he is an undischarged insolvent;
- c. he has applied to be adjudicated as an insolvent and his application is pending;
- d. he has been convicted by a Court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the date of expiry of the sentence.

**Debenture
Director**

114 (1) If it is provided in any Trust Deed in connection with any issue of debentures of the Company that any person or persons shall have power to nominate a Director or Directors on the Board of Directors of the Company, then in the case of any and every such issue of debentures, the person or persons having such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director or Directors accordingly. Any Director or Directors so appointed are herein referred to as Debenture Directors. A Debenture Director or Directors may be removed from office at any time by the persons in whom for the time being is vested the powers under which such Director or Directors were appointed, and another Director or Directors may be appointed in his or their place. A Debenture Director or Directors shall not be bound to hold any qualification shares.

(2) Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), The Industrial Credit and Investment Corporation of India Limited (ICICI) and Life Insurance Corporation (LIC), General Insurance Corporation of India and its subsidiaries (GIC) or to any other Financing Corporation or Credit Corporation or to any other Financing Company or Body out of any loans granted by them to the Company or so long as IDBI, IFCI, ICICI, LIC, GIC and Unit Trust of India (UTI) or any other Financial Corporation or Credit Corporation or any other financing Company or body (each of which IDBI, IFCI, ICICI, LIC, GIC and UTI or any other Finance Corporation or Credit Corporation or any other Financing Company or Body, is hereinafter in this Article referred to as the ("the Corporation")) continue to hold debentures in the Company by private placement or so long as the Corporation holds shares in the Company as result of underwriting or conversion/telescoping or so long as any liability of the Company arising out of any guarantee furnished by the

Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, whole time or non whole time, is/are hereinafter referred to as 'Nominee Director/s') on then or persons as (which Director or Directors e Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the company.

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds debentures in the Company as a result of private placement or so long as the Corporation holds shares in the Company as a result of underwriting or conversion/telescoping or the liability of the Company arising out of any Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Corporation is paid off or on the Corporation ceasing to hold Debentures/shares in the Company or on the satisfaction of the liability of the Company arising out of any guarantee furnished by the Corporation.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which the Nominee Director/s is/are Member/s as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses which the other Directors of the Company are entitled, but if any other fees, commission, monies or remuneration in any form is payable to the Directors of the Company, the fees, commission, monies and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their

appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or as the case may be to such Nominee Director/s.

Provided that if any such Nominee Director/s is an Officer of the Corporation the sitting fees, in relation to such Nominee Directors shall also accrue to the Corporation and the same shall accordingly be paid by the Company to the Corporation.

Provided further is such Nominee Director/s is an Officer of the Reserve Bank of India, the sitting fees, in relation to such Nominee Director/s shall also accrue to IDBI and the same shall accordingly be paid by the Company directly to IDBI.

Provided also that in the event of the Nominee Director/s being appointed as Whole time Director/s such Nominee Director/s shall exercise such powers and duties as may be approved by the Lenders and have such rights as are usually exercise or available to a Whole time Director, in the management of the affairs of the Borrower. Such Nominee Director/s shall be entitled to receive such remuneration, fees, commission, monies as may be approved by the Lenders.

Alternate Director

115. The Board of Directors of the Company may appoint an Alternate Director to Act for a Director (hereinafter called "The Original Director") during his absence for a period of not less than three months from the State of Maharashtra. An Alternate Director appointed under this Article shall not hold office as such for a longer period than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to the State of Maharashtra. If the term of office of the Original Director is determined before he so returns to the State of Maharashtra, any provision in the Act or in these Articles for the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to alternate Director. An alternate Director shall not be required to acquire and hold any qualifying shares of the Company.

Directors Power to add to the Board

116. Subject to the provisions of Section 264, the Board shall have power at any time and from time to time to appoint any other qualified person to be an Additional Director, but so that the total number of Director shall not at any time exceed the maximum fixed under Article 107. Any such Additional Director shall hold office upto the date of the next Annual General Meeting.

For GABRIEL INDUSTRIES LTD.
Abhejant
Anshul Bhargava
Company Secretary

Directors power to fill casual vacancies	117. Subject to the provisions of section 262 and 284(6), the Board shall have power at any time from time to time to appoint any other qualified person to be a Director to fill up a casual vacancy. Any person so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not vacated by him.
Qualification of Directors	118. No share qualification shall be necessary for any Director.
Remuneration of Directors	119. The remuneration of Directors for attending any meeting of Board or any Committee of the Board shall be such sums as may be fixed from time to time by the Board within the limits prescribed by Central Government in that behalf from time to time. Such reasonable additional remuneration as may be fixed by the Board may be paid to any one or more of its Members for services rendered by him or them in signing the shares certificates in respect of the Company's Capital or any debentures issued by the Company. The Directors shall be paid such further remuneration (if any) as the Company in General Meeting shall from time to time determine; and, such additional and further remuneration shall be divided among the Directors in such proportion and manner as the Board may from time to time determine and, in default of such determination, shall be divided among the Directors equally.
Special remuneration of Director performing extra services	120. If any Director be called upon to perform extra services or special exertions or (which expression shall include work done by a Director as a Member of any committee formed by Directors), the Board may arrange with such Director for such special remuneration for such extra services or special exertion or efforts either by a fixed sum or otherwise as may be determined by the Board, and such, remuneration may be either in addition to or in substitution for the remuneration above provided.
Travelling expenses incurred by Director not a bona fide Resident of	121. The Board shall allow and pay to any Director, other than a bona fide resident of the place where Meetings of the Board are held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation including compensation for traveling, boarding,

Bombay or director going out of Bombay on Company's business lodging and other expenses, in any addition to his fees for attending such meeting as above specified; 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 paid and reimbursed any travelling or other expenses incurred in connection with the business of the Company.

Directors may Act notwithstanding vacancy 122. The Continuing Directors may Act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by these Articles as a necessary quorum of Directors, the continuing Directors may Act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting, but for no other purpose.

When office of director to become vacant 123. Subject to Section 283(2) and 314 of the Act, the office of a Director shall vacant if:-
(a) he fails to obtain within the time specified in sub-section (1) of section 270 of the Act, or at any time thereafter ceases to hold, the Share qualification if any, required of him by these Articles; or
(b) he is found to be of unsound mind by of Court of competent jurisdiction; or
(c) he applies to be adjudicated an insolvent; (d) he is adjudged an insolvent; or
(e) he fails to pay any call made on him in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the date fixed for the payment of such call unless the Central Government has by notification in the Official Gazette removed the disqualifications incurred by such failure; or
(f) he is deemed to have vacated office under the provisions of Section 314 by any office or place of profit being held in contravention thereof; or
(g) he absent himself from three consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three months, whichever is longer, without leave of absence from the Board; or
(h) he becomes disqualified by an Order of Court under Section 203 of the Act; or
(i) he is removed in pursuance of section 284 of the Act; or
(j) he (whether by himself or by any person for his benefit or on his account) or any firm in which he is a partner or any private Company of which he is a Director, accepts a loan or any guarantee or any security for a loan, from the Company in

contravention of Section 295 of the Act; or
(k) he acts in contravention of section 299 of the Act; or
(l) he is convicted by a Court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months; or
(m) having been appointed a Director by virtue of his holding any office or other employment in the Company, or as a nominee of the Managing Agent of the Company, he ceases to hold such offices or other employment in the Company or as the case may be, the Managing Agency comes to an end; or
(n) he resigns by a notice in writing addressed to the Company.

Director may contract with Company

124. (i) A Director or his relative, firm in which such Director or relative is a partner, any other person in such firm, or a private Company of which the Director is a Member or Director may enter into any contract with the Company for the sale, purchase or, supply of any goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company, provided that the sanction of the Board is obtained before or within three months of the date on which the contract is entered into in accordance with Section 297 of the Act.

(ii) No sanction however shall be necessary to :

(a) any purchase of goods and materials from the Company, or the sale of goods or materials to the Company, by any such Director, relative, firm, partner or private Company as aforesaid for cash at prevailing market prices; or

(b) any contract or contracts between the Company on one side and any such Director, relative, firm, partner or private Company on the other for sale, purchase or supply of any goods, materials and services in which either the Company or the Director, relative, firm, partner or private Company, as the case may be, regularly trades or does business where the value of the goods and materials or the cost of such services does not exceeds Rs.5,000/- in the aggregate in any year comprised in the period of the contract or contracts.

Provided that in circumstances of urgent necessity, the Company may without obtaining the consent of the Board enter into any such contract or contracts with the Director, relative, firm, partner or

private Company even if the value of such goods or materials or the cost of such services exceeds Rs.5,000/- in the aggregate in any year comprised in the period of agreement provided however, that the consent of the Board shall be obtained to such contract or contracts at a meeting within three months of the date on which the contract was entered into.

**Disclosure
of Interest**

125. A director of company who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement entered into or, a proposed contract or arrangement to be entered into by or on behalf of the company, shall disclose the nature of his concern or interest in a meeting of the board in a manner provided in section 299(2) of the Act. Provided that it shall not be necessary for a director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other company, where any of the director of the company or any such other company or two or more of them together holds or hold not more than two percent of paid-up share capital in any such other Company or the Company, as the case may be. A general notice given to the Board by the Directors, to the effect that he is a Director or member of a specified body or is a member of specified firm and is to be regarded as concerned or interested in any contract or arrangement, after the date of notice be entered into with that body corporate or firm, shall be deemed to be sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of financial year in which it is given but may be renewed for a further period of one financial year in which it would have otherwise expired. No such general notice, and no renewal thereof shall be of effect unless either it is given at the meeting of the Board of Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

**Interested Director
not to participate or
Vote in board
proceedings**

126.No Director shall as a Director, take any part in the discussion of, or vote on any contract or arrangement entered into or to in entered into by or on behalf of the company or on behalf of the company, if he is in any way, whether directly or indirectly, concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote his vote shall be void. Provided however that nothing herein contained shall apply

to –

(a) Any contract or indemnity against any loss which the Director, or any one of or more of them, may suffer by reason of becoming or being sureties or a surety for the company.

(b) Any contract or arrangement entered into or to be entered into or to be entered into with a public company or a private company which is subsidiary of public company in which interest of Director consists solely-

(i) In his being,

(a) A director of such company; and

(b) The holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a director thereof, he having been nominated as such director by the company, or

(ii) In his being member holding not more than 2% of its paid up share capital.

Director may be Director of companies promoted by company

127. A Director may be or become a director of any company promoted by the company or in which it may be interested as a vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as a Director or shareholder of such company except in so far as section 314 of the Act may be applicable.

Retirement and rotation of Directors

128. At every Annual General Meeting of the Company, one third of such of the Directors for the time being as are liable by rotation or if the number is not three or a multiple of three, the number nearest to one third shall retire from office. The ex-officio Directors and debenture Director, if any, shall not be taken into account in determining the rotation of retirement or the number of Directors to retire.

Ascertainment of Directors retiring by rotation and filling vacancies

129. Subject to section 284(5) of the Act, the Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.

Eligibility for re-election

130. A retiring Director shall be eligible for re-election

Company to appoint successors

131. Subject to section 258 of the Act, the Company at the General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing a person thereto.

Provisions in default of appointment

132.(a) If the place of retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place or if that day is a public holiday till the next Succeeding day, which is not a public day, at same time and place

(b) If at the adjourned meeting also, the place of the retiring Director, is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless:

(i) at that meeting or at the previous meeting a resolution for the re-appointment of such Director has been put to the meeting and lost;

(ii) the retiring Director has, by a notice in writing addressed to the Company, or its Board, expressed his unwillingness to be so reappointed;

(iii) He is not qualified or is disqualified for appointment;

(iv) A resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or

(v) The proviso to sub-section (2) of section 263 of the Act is applicable to the case.

Company may increase or reduce the number of Directors.

133. The Company may, by ordinary resolution, from time to time increase or reduce the number of Directors, and may alter their qualification and the Company may (subject to the provisions of section 284 of the Act) remove any Director before the expiration of his period of office and appoint another duly qualified person in

For GADRIEL INDUST LTD.
Abhejani
Shilpa Bhargava
Company Secretary

his place. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been so removed.

Notice of candidature for office of Director except in certain cases

134. (1) A person, who is not retiring Director, shall, subject to the provisions of the Act, be eligible for appointment for the office of a Director at any General Meeting, if he or some Members intending to propose him, has not less than fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of a Director or the intention of such a Member to propose him a candidate for that office as the case may be, along with a deposit of Rs. 500 which shall be refunded to such person, or, as the case may be to such Member if the person succeeds in getting elected as a Director.

(2) Every person (other than a person who has left at the office of the Company a notice under sub-clause(1) of this Article signifying his candidature for the office of a Director) proposed as a candidate, for the office of a Director shall sign, and file with the Company his consent in writing to act as a Director, if appointed.

(3) A person, other than a Director re-appointed after retirement by rotation, shall not act as a Director of the Company unless he has within thirty days of his appointment, signed and filed with the Registrar his consent in writing to act as such Director.

Register of Directors, etc, and notification of change to registrar

135. (a) The Company shall keep at its registered office a register containing the particulars of its Directors, Manager, Secretaries and Treasurers and other persons mentioned in section 203 the Act and shall send to the Registrar a return containing the particulars specified in the said section and shall otherwise comply with the provisions of the said section in all respects.

(b) The Company shall in respect of each of its Directors keep at its office a Register as required by Section 307 of the Act, shall otherwise duly comply with the provisions of the said section in all respects.

Disclosure by a Director of a appointment

136. (a) Every Director (including a person deemed to be a Director by virtue of the explanation to sub-section (1) of section

For GABRIEL INDUST LTD.
Abhejani
Shishu Bhargava
Company Secretary

**to any other
body corporate**

303 of the Act), Managing Director, Managing Agents, Secretaries and Treasurers, Manager or Secretary of the Company shall, within twenty days of his appointment to any of the above offices in any other body corporate, which are required to be specified under sub-section (l) of the Section 302 Act.

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

XVI. MANAGING DIRECTORS

**Board may appoint
Managing Director**

137. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its number and Managing Director or Managing Directors of the Company, upon such term and conditions as the Board thinks fit and, subject to the provisions of Article 133, the Board may by resolution vest in such Managing Director such of the powers here by vested in the Board generally as it thinks fit and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine. The remuneration of the Managing Director may be by way of monthly payment fee for each meeting, participation in profits, or by any of all those modes or any other mode not expressly prohibited by Act.

**Restriction on
Management**

138. The Managing Director or Managing Directors shall not exercise powers to:

(a) Make calls on shareholders in respect of money unpaid on their shares in the Company.

b) Issue debentures;

And except to the extent mentioned in the resolution passed at the Board Meeting under section 292 of the Act, the Managing Director or Managing Directors shall also not exercise the powers to:

1. Borrow moneys,
2. Invest the funds of the Company and

3. Make loans

**Certain person
not to be appointed
Managing Director**

139. The Company shall not appoint or employ, or continue the appointment or employment of, a person as its Managing or whole time Director who:

- (a) Is an undischarged insolvent, or has at any time been adjudged an insolvent;
- (b) Suspends, or has at any time suspended payment to his creditors, or makes, or has Managing at any time make, a composition with them; or
- (c) Is, or has at any time been, convicted by a court of an offence involving moral turpitude.

**Special position
of Managing
Director**

140. A Managing Director shall not while he continues to hold the office i.e. subject to retirement by rotation. If he ceases to hold the office of Director, he shall be ipso facto and immediately Cease to be Managing Director.

XVII. PROCEEDINGS OF THE BOARD

**Meeting of
Directors**

141. The Directors may meet together as a Board for the dispatch of business from time to time, and shall meet at least once in every three calendar months; and not more than two months shall intervene between the last day of the calendar month in which such meeting is held and the day of the next meeting. The Directors may adjourn and otherwise regulate the meetings as they think fit.

Quorum

142. Subject to section 287 of the act, the quorum for a meeting of the Board shall be one third of its total strength (excluding Directors, if any, where places may be vacant at the time and any fraction contained in that one-third being rounded off as one), or two Directors, whichever is higher.

**Adjournment of
Meeting for
want of quorum**

143. If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, the next succeeding day which is not a public holiday, at the same time and place.

When meeting

144. The Chairman or any two Directors may at any time and the

- to be convened** Secretary upon the request of the chairman or two Directors shall convene a meeting of the Board by giving seven days' notice in writing to every Director at his usual address.
- Chairman** 145. So long as Mr. Deep Chand Anand is a Director of the Company he shall be the Chairman of the Board and shall be entitled to take the Chair. If Mr. Deep Chand Anand ceases to be a director or if at any meeting of the Board he, being a Director, shall not be present within fifteen minutes of the time appointed for holding such meeting or if he shall be unable or unwilling to take the chair, Mr. Satish Chand Anand, so long as he is director, shall be entitled to take the chair and if he is unable or unwilling to take the chair, whom failing the Directors present shall choose one of them number to be the chairman of such meeting.
- Questions at Board Meeting how decided** 146. Questions arising at any Board meeting shall be decided by a majority of votes, and in case of an equality of votes, the chairman of the meeting shall have a second or casting vote.
- Power of Board Meetings** 147. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions, which by or under the Act or the Articles of the Company are for the time being vested in or exercisable by the Board generally.
- Directors may appoint committees** 148. Subject to the restrictions contained in section 292 of the Act, the Board may delegate any of their powers to committees of the Board consisting of not less than two Members of its body as it thinks fit and it may from time to time revoke and discharge any such committee of the Board either wholly or in part, and either as to persons or purposes, but every committee of the Board so formed shall in the exercise of the powers so delegate conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.
- Committees, how to be governed** 149. The meeting and proceeding of any such committee of the Board consisting of two or more Members shall be governed by the provisions herein contained for regulating the meeting and proceedings of the Directors so far as the same are applicable

thereto, and are not superseded by any regulations made by the Directors under the last preceding Article.

**Resolution by
Circulation**

150. No resolution shall be deemed to have been duly passed by the Board or by a committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors and to all the Members of the committee at their usual address and has been approved by such of the Directors or Members of the committee or by majority of such of them, as are entitled to vote on the resolution.

**Acts of Board or
Committee valid
notwithstanding
defect in
appointment
of any Director**

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

**Minutes of
proceedings of
meetings of the
Board**

152. (1) The Company shall cause minutes of all proceedings of every meeting of the Board and of every committee thereof to be kept by making within fourteen days of the conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered.

(2) Each page of every such books shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the chairman of the said meeting or the chairman of the next succeeding meeting.

(3) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.

(4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

(5) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of meeting.

(6) The minutes shall also contain

(a) The names of the Directors present at the meeting

(b) In the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from, or not concurring in , the resolution

7) Nothing contained in sub-clauses (1) to (6) shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the chairman of the meeting

(a) Is, or could reasonably be regarded as, defamatory of any person;

(b) Is irrelevant or immaterial to the proceeding; or

(c) Is detrimental to the interest of the Company.

The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.

(8) Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded thereon.

Powers Of Directors

153. The Board may exercise all such powers of the Company and do all such acts and things as are not by the act, or any other act or by the memorandum or by the Articles of the Company required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, to the provisions of the act, or any other act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made. Provided that the Board shall not, except with the consent of the Company in General Meeting:

(a) Sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole, or substantially the whole of any such undertaking;

(b) Remit, or give time for the repayment of, any debt due by a Director;

(c) Invest otherwise than in trust securities the amount of compensation received by the Company in respect of the compulsory acquisition of any such undertaking as is referred to in clauses (a), or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;

(d) Borrow moneys where the money to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), will 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. Provided further that the powers specified in section 292 of the act shall subject to these Articles be exercised only at meetings of the Board unless the same be delegated to the extend therein stated: or

(e) Contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees, any amount the aggregate of which will, in any financial year, exceed fifty thousand rupees or five per cent of its average net profits as determined in accordance with provisions of section 349 and 350 of the act during the three financial years immediately preceding, which ever is greater.

**Certain Powers
of the Board**

154. Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by these Articles, it is hereby declared that the Directors shall have the following powers, that is to say, powers :

1) To pay the costs, charges, and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

2) To pay and charge to the capital account of the Company any commission or interest lawfully payable under the provisions of section 76 and section 208 of the Act.

3) Subject to the provisions of section 292 and section 297 of the Act, to purchase or otherwise acquire for the Company any property, rights or privileges, which the Company is authorised to acquire at or for such price or consideration and generally on such terms and conditions as they may think fit; and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to reasonably satisfactory.

4) At their discretion and subject to the provisions of the act to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in cash or in shares, bonds, debentures, mortgages or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

5) To secure the fulfillment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit.

6) To accept from any Member, so far as may be permissible by law, a surrender of his shares or any part thereof on such terms and conditions as shall be agreed.

7) To appoint any person to accept and hold in trust, for the Company any property belonging to the Company; or in which it is interested or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

8) To institute, conduct, defend, compound, or abandon any legal proceeding by or against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and

allow time for payment on satisfaction of any debts due, and of any claims or demands by or against the Company, and to refer any differences to arbitration, and observe and perform any awards made thereon.

9) To act on behalf of the Company in all matters relating to bankrupts and insolvents.

10) To make and give receipts, releases and discharges for moneys payable to the Company and for the claim and demand of the Company.

11) Subject to the provisions of the Act, to invest and deal with any moneys of the Company not immediately required for the purposes thereof, upon such security (not being shares of this Company save as regards redeemable preference shares of this Company), or without security, and in such manner as they may think fit, and from time to time to vary or realize such investments. Save as provided in Section 49 of the Act, all investment shall be made and held in the Company's own name.

12) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit; and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.

13) To insure and keep insured against loss or damage by fire or otherwise the buildings, plant, machinery, goods, stores, produce, and generally any property of the Company.

14) To open accounts with any bank or bankers or with any Company, firm and individual and to pay money into and draw money from any such accounts as the Directors may think fit.

15) To determine from time to time who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheque, dividend warrants, release, contracts and documents and to give the necessary authority for such purpose.

16) To distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company.

17) To provide for the welfare of the Director or ex-Directors or employees or ex- employees of the Company and to wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwelling or chawls or by grants of money, pensions, gratuities, allowance, bonus or other payment, or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit; and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public or political or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation or of public and general utility or otherwise.

18) Before recommending any dividend, to set side, out of the profits of the Company, such sums as they may think proper for Depreciation Fund, or as a Reserve Fund (including the purposes may; in their absolute discretion, or Sinking Fund or any special fund to meet contingencies preference stock or to repay debentures or debenture-stock or dividends or for equalizing dividends or for repairing, improving, extending and maintaining any of the property of the Company, and for such other purposes or referred to in the preceding sub-clause) as the Board may in their absolute discretion, think conducive to the interest of the company, and subject to the provisions of the Section 292 of the Act to invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board in their absolute discretion,

think conducive to the interest of the Company notwithstanding that the matters to which the Board apply or upon which they expend the same or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended; and to divide the Reserve Fund into such special funds as the Board may think fit, and to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of debentures or debenture- stock, and that without being bound to keep the same separate from the other assets and without being bound to pay the interest on the same, with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rates as the Board may think proper not Exceeding nine per cent per annum. The Directors may also without placing the same to reserve, carry over any profits which they may think fit not prudent to divide.

19) To appoint, and at their discretion remove or suspend such Managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and to fix their salaries, emoluments remunerations and to require security in such instances as they may think fit, and also without prejudice as aforesaid to provide for the management and transaction of the affairs of the company in any specified locality in India or else-where in such manner as they think fit; and the provisions contained be without prejudice to the general powers conferred by this sub-clause.

20) From time to time and at any time to establish any local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be Members of such Local Boards, and to fix their remuneration.

21) Subject to the provisions of Sections 292 of the Act, from time to time, and at any time to delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board other than their power to make calls or to make loans or borrow moneys; and to authorize the Members for the time being of any such local Board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms, and

subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary any such delegation.

22) At any time and from time to time by power-of-attorney under the Seal of the Company to appoint any person or persons to be the Attorney of Attorneys of the Company, for such purposes and with such powers, authorities and discretions(not exceeding those vested in or exercisable by the Board under these Articles and excluding the power to make calls and issue debentures and excluding also except subject to Section 292 of the Act within the limits authorised by the Board the power to borrow, invest or make loans) and for such period and subject to such conditions as the Board may from time to time think fit: and any such appointment may (if the Board thinks fit) be made in favour of the Members or any of the Members of any Local Board, established as aforesaid or in favour of any Company, or the shareholders, Directors, nominees or Managers of any Company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Board and any such power of attorney may contain such powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

23) Subject to the provisions of Sections 294 and 297 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations, and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.

Conducting of the Meeting of the Board of Directors of the Company through Electronic mode*:

155. A Meeting of the Board of Directors of the Company could be conducted through Electronic mode at the discretion of the Board of Directors of the company by use of Electronic techniques or mode/s like Video Conferencing, etc. and such meeting conducted through use of electronic techniques or mode/s would be considered as a duly conducted Board Meeting subject to fulfillment of such conditions with regards to conducting of Board Meeting by electronic mode and capturing of accurate voting processes at such Board Meetings as may be prescribed in this behalf by the Ministry of Corporate Affairs from time to time.

**“The clause has been altered vide Special Resolution passed at Annual General Meeting held on 21st August, 2012”*

XVIII. THE SECRETARY

Secretary

156. The Directors may from time to time appoint, and, at their discretion remove the Secretary provided that where the Board comprises only two Directors, neither of them shall be the Secretary. The Secretary appointed by the Directors pursuant to this Article shall be a whole time Secretary. The Directors may also at any time appoint some person, who need not be the Secretary, to keep the registers required to be kept by the Company.

XIX. THE SEAL

The Seal, its custody and use

157. (a) The Board shall provide a Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Board shall provide for the safe custody of the seal for the time being and the seal shall never be used except by the authority of the Board or a Committee of the Board previously given and in the presence of at least one Director and some other person, if any, appointed by the Directors for the purpose. Provided that the certificates of shares shall be sealed in the manner provided in the Article 19 (a).

(b) The Company shall also be at liberty to have an official seal in

accordance with Section 50 of the Act, for use in any territory, district or place outside India.

**Deeds,
how executed**

158. Every Deed or other instrument to which the seal of the Company required to be affixed shall, unless the same is executed by a duly constituted attorney, be signed by at least one Director and some other person, if any, appointed by the Directors for the purpose.

XX. DIVIDENDS

**Profits
Division of**

159. The profits of the Company including any profit or surplus arising from the transfer, sale or realization of any capital assets of the Company and which profits or surplus has been realized in cash, subject to any special rights relating thereto created or authorised, to be created by these Articles and subject to the provisions of these Articles shall be available for distribution among the Members in proportion to the amount of capital paid on the shares held by them respectively.

**The Company
in General
Meeting may
declare a dividend**

160. The Company in General Meeting may declare dividends, to be paid to Members according to their respective rights but no dividends shall exceed the amount recommended by the Board.

**Dividends only
to be paid
out of profits.**

161. (1) No dividend shall be declared or paid otherwise than out of profits of year arrived at after providing for depreciation in accordance with the provisions of Section 205 of the Act or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with these provisions and remaining undistributed or out of both, Provided that:

(a). if the Company has not provided for depreciation for any previous financial year or years, it shall, before declaring or paying a dividend for any financial year, provide for such depreciation out of the profits of the financial year or out of the profits of any other previous financial year or years;

(b). if the Company has incurred any loss in any previous financial year or years the amount of the loss or an amount which is equal to the amount provided for depreciation for that year or those years

whichever is less, shall be set off against the profits of the Company for the years for which the dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of subsection (2) of section 205 of the Act or against both.

(2) Notwithstanding anything contained in sub-Article (1) hereof, no dividends shall be declared or paid by the Company for any financial year out of the profits of the Company for that year arrived at after providing for depreciation in accordance with the provisions of sub-Article (1) hereof except after the transfer to the reserves of the Company of such percentage of its profits for that year not exceeding 10% as may be prescribed. Provided that nothing in this sub-Article shall be deemed to prohibit the voluntary transfer by the Company of a higher percentage of its profits to the reserves in accordance with such rules as may be made by the Central Governments in this behalf.

(3) Where owing to inadequacy or absence of profits in any year, the Company proposes to declare dividend out of the accumulated profits earned by the Company in previous years and transferred by it to the reserves, such declaration of dividend shall not be made except in accordance with such rules as may be made by the Central Government in this behalf, and where any such declaration is not in accordance with such rules, such declaration shall not be made except with the previous approval of the Central Government.

Interim dividend

162. The Board may from time to time pay to the Members such interim dividend as in their judgment the position of the Company justifies.

Capital paid up in advance at interest not to earn

163. Where 'capital is paid in advance of call upon the footing that the same carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.

Dividend in proportion to amount paid up

164. 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 shares are issued on terms providing that it shall

rank for dividend as from a particular date, such shares shall rank for accordingly.

Retention of dividend until Completion of transfer under Article 59

165. The Board may retain the dividend payable upon shares in respect of which any person is, under Article 59, entitled to become a Member or which any person under that Article is entitled to transfer, until such person shall become a Member, in respect of such shares or shall duly transfer the same.

No Member to receive dividend whilst indebted to Company and Company's right to re-imburement there out.

166. No Member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever, either alone or jointly with any other person or persons and the Board may deduct from the interest or dividend payable to any Member all sums of money so due from him to the Company.

Transfer of Shares must be registered

167. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

Dividends how remitted

168. Unless otherwise directed any dividend may be paid by cheque or warrant or by a pay-slip or receipt having the force of a cheque or warrant, sent through the post to the registered address of the Member or person entitled or in case of joint holders to that one of them first named in the register in respect of the joint holder. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt loss in transmission or for any dividend lost to the Member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay-slip or receipt or the fraudulent recovery of the dividend by any other means. If two or more persons are registered as joint-holders of any share or shares any one of them can give effectual receipts for any dividend or other moneys payable in respect thereof.

Unclaimed Dividend

169. Dividends unclaimed will be dealt with in accordance with the provisions of Section 205A and 205B or other provisions, if any of the Act as may be applicable from time to time.

Dividend and

170. Any General Meeting declaring a dividend may on

call together

recommendation of the Directors make a call on the Members of such amount as the meeting fixes, but so that the call on each Member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend may, if so arranged between the Company and the Members be set off against the calls.

Dividend not to bear interest

171. No dividend or other moneys payable on or in respect share shall bear interest against the Company.

Capitalisation

172. (a) The Company in General Meeting may on recommendation of the Board resolve that any moneys, investment or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund, or any capital redemption reserve fund, or in the hands of the Company and available for dividend (or representing premium received on the issue of shares and standing to the credit of the share premium account) be capitalized, and distributed amongst such of the shareholders as would be entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide, any un-issued share of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum. Provided that a share premium account and a capital redemption reserve fund may for the purpose of this Article, only be applied on the paying up of un-issued shares to be issued to Members of the Company as fully paid bonus shares.

(b) A General Meeting may resolve that any surplus moneys arising from the realization of any capital assets of the Company, or any investments representing the same, or any other undistributed profits of the Company not subject to charge for income tax be distributed among the Members on the footing that they receive the same as capital.

(c) For the purpose of giving effect to any resolution under the preceding paragraphs of this Article the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient, and in particular may issue fractional certificates, and

may fix the value for distribution of any shares, and may determine that such cash payments shall be made to any Member upon the footing of the value so fixed or that fraction of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Board. Where requisite, a proper contract shall be delivered to the Registrar for registration in accordance with Section 75 of the Companies Act, 1956, and the Board may appoint any person to sign such contract on behalf of the person entitled to the dividend or capitalized fund, and such appointment shall be effective.

XXI. ACCOUNTS

Directors to keep true accounts

173. The Company shall keep at the office or at such other place in India as the Board thinks fit, proper books of accounts in accordance with section 209 of the Act with respect to-

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;
- (b) all sales and purchases of goods by the Company;
- (c) the assets and liabilities of the Company.

Where the Board decides to keep all or any of the books of account at any place other than the office of the Company, the Company shall within seven days of the decision file with the Registrar a notice in writing giving the full address of that other place.

The Company shall preserve in good order the books of account relating to a period of not less than eight years preceding the current year.

When the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with this Article if proper Books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarized returns, made up to dates at intervals of not more than three months, are sent by the branch office to the

Company at its Registered Office or other place in India, at which the Company's Books of Account are kept as aforesaid.

The Books of Account shall give a true and fair view of the state of affairs of the Company or branch office, as the case may be and explain its transactions and shall be open to inspection by any Director during business hours.

As to inspection of accounts or Books by Members

174. The Board shall from time to time determine whether and to what extent and at what times and places and under what condition or regulation the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being 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.

Statement of Accounts to be furnished to General Meeting

175. The Director, shall from time to time, in accordance with Sections 210, 211, 212, 215, 216 and 217 of the Act, cause to be prepared and to be laid before the Company in General Meeting such Balance Sheet, Profit and Loss Account and reports as are referred to in these sections

Copies shall be sent to each Member

176. A copy of every such Profit and Loss Account and Balance Sheet (including the Auditors Report and every other document required by law to be annexed or attached to the Balance Sheet) shall atleast twenty one days before the meeting at which the same are to be laid before the members of the Company, to holders of debentures, issued by the Company, (not being debentures which ex facto are payable to the bearer thereof) to trustees for the holders of such debentures and to all persons entitled to receive notices of General Meetings of the Company.

XXII AUDIT

First Auditors to be appointed by the Board

177. The First Auditors or Auditors of the Company shall be appointed by the Board within one month of the date of registration of the Company; and the Auditor or Auditors so appointed shall hold office until the conclusion of the First Annual General Meeting provided that the Company may, at a General

Meeting, remove any such Auditor and appoint in his or their place or places any other person or persons who have been nominated for appointment by any Member of the Company and of whose nomination notice has been given to the Members of the Company not less than fourteen days before the date of meeting; provided further that if the Board fails to exercise its powers under this Article, the Company in General Meeting may appoint the first Auditor or Auditors.

Accounts when audited and approved shall be conclusive except as to errors discovered within three months

178. Every Account of the Company when audited and approved by a General meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and henceforth shall be conclusive.

XXIII. DOCUMENTS AND NOTICES

Service of documents 179. (1) A document or notice may be served or given by the

or notices on Members by Company

Company on or to any Members or an officer thereof either personally or by sending it by post to him to the address supplied by him to the Company for serving documents or notice on him

(2) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the document or notice, such posting to be by air mail to any address outside India, provided that where a Member or a Director has intimated to the Company in advance that documents or notices should be sent to him under certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of doing such service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the Member and, such service shall be deemed to have been effected in the case of a notice of a meeting, at the expiration of 48 hours after the letter containing the documents

notice is posted, and in any other case, at the time at which the letter would be delivered in the ordinary course of post or transit.

By Advertisement 180. A document or notice advertised in a newspaper circulating in

For GADRIEL INDUST LTD.
Abhejani
Shishu Bhargava
Company Secretary

the neighborhood of the Registered Office of the Company shall be deemed to be duly served or sent on the day on which the advertisement appears so or to every Member who has no registered address in India and has not supplied to the Company an address outside India for the serving of documents on or the sending of notice to him.

On Joint-holders 181. A document or notice may be served or given by the Company on or to the joint-holders of a share by serving or giving the document or notice on or to the joint-holder named first in the Register of Members in respect of the share.

On personal representatives, etc. 182. A document or notice may be served or given by the Company on or to 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 titles of representatives of the deceased, or assignee of the insolvent or by any like description at the address (if any) in India supplied for that purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency has not occurred.

To whom documents or notices must be served or given 183. Document or notice of every General Meeting shall be served or given in the same manner hereinafter authorized on or to (a) every Member, (b) every person entitled to a share in consequence of the death or insolvency of a Member and (c) the Auditor or Auditors for the time being of the Company.

Members bound by documents or notice served on or given to previous holders 184. Every person who, by operation of law, transfer or by other means whatsoever shall become entitled to any share, shall be bound by every document or notice in respect of such share which previously to his name and address being entered on the Register of Members shall have been duly served on or given to the persons from whom he derives his title to such share.

Document or notice by Company and signature thereto 185. Any document or notice to be served or given by the Company may be signed by a Director or some person, duly authorized by the Board for such purposes and the signature may be written printed or lithographed.

Service of document or notice by Member

186. All documents or notices to be served or given by Members on or to the Company or any officer thereof shall be served or given by sending it to the Company or officer at the Registered Office of the Company by post under a certificate of posting or by registered post, or by leaving it at its Registered Office

XXIV. WINDING UP

Liquidator may divided assets specie

187. The Liquidator on any winding-up (whether voluntary, under supervision or Compulsory) may, with the sanction of a Special Resolution but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the Company and may, within the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefits of the contributories, as the Liquidator with the like sanction shall think fit.

XXV. INDEMNITY AND RESPONSIBILITY

Director's and others' right to indemnity

188. Every officer or agent for the time being of the Company be indemnified out of the assets of the Company against any liability incurred by him in defending any proceeding 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 under Section 633 of the Act

XXVI. SECRECY CLAUSE

Secrecy Clause

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

Declaration by Director, etc. to be made if required

190. Every Director, Manager, auditor, trustee, Member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all

transactions, with individuals and in matters relating thereto, and account and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person in whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.

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

Name, Address, Description & Occupation of each Subscriber	No. of Shares taken by each subscriber	Name, Addresses, Description & Occupation of Witness
Dharam Chand Anand P.O. Yusuf Sarai. Hauz Khas, New Delhi – 16 Merchant (Sd.) D. C. Anand	One Equity Share	Hemraj C Asher 4 th Floor, 32, Mody Street Bombay – 1
Allan A.S. Rae Carlton Terrace Warden Road Bombay – 26 Solicitor (Sd.) A.A.S. Rae	One Equity Share	Solicitor (sd/-) Hemraj C Asher
	Two Equity Shares	

Dated this 31st day of January 1961

For GADRIEL INDUST LTD.
Abhejani
Anshul Bhargava
Company Secretary

For GABRIEL INDUST LTD.

Abhejani
Anshul Bhargava
Company Secretary