

**THE COMPANIES ACT, 2013**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**INDEF MANUFACTURING LIMITED**

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- 1 The name of the Company is "INDEF Manufacturing Limited"
- 2 The Registered Office of the Company will be situated in the state of Maharashtra.
- 3(A) **The objects to be pursued by the company on its incorporation are:**
  - i. To undertake, own, operate, manage, control, administer either alone or jointly in partnership, joint venture, collaboration the business of material handling equipment and in this regard to buy, sell, import, export, market, distribute, assemble, convert, design, develop, equip, fabricate, hire, let on hire, lease, running, hiring out on contract, install, maintain, operate, repair, overhaul, recondition, remodel, service, and to act as agent, broker, representative, consultant, stockist, or otherwise, including in fork lifts, earth-moving machines, all kinds of high-tech cranes, hot metal cranes, magnet cranes, high capacity cranes, EOT (Electric Overhead Travelling) cranes, winches, grab buckets, conveyors, elevators hoists, chain pulley blocks, elevators, conveyers, conveyer belts, crane wheels, crane rails, gear boxes, control gears, trolleys, dredges, barges, launches, tugs and ancillary equipment and all kinds of material handling equipment, light and heavy equipment, construction equipment, industrial, non-industrial equipment, foundry equipment, and its spare parts or otherwise, in India or abroad.
  - ii. To manufacture, get manufactured from others, buy, sell, assemble, service, lease, exchange, export, import, machine, and generally deal in various items of iron and steel and its products, iron and steel castings, forgings, of all kinds required by various industries and to carry on the business of iron-founders, mechanical engineers, manufacturers of machinery and implements of all kinds, tool-makers, brass founders, metal-workers, boiler-makers, mill-wrights, iron & steel converters, smiths, and to buy, sell, manufacture, repair, convert, alter, let on hire and deal in implements, machinery, rolling stock and hardware of all kinds.

- iii. To manufacture and/or produce and/or otherwise engage generally in the manufacture or production of or dealing in spur gear chain pulley blocks, electric chain hoists of various capacities and hoisting equipment of all kinds and allied products and to do all acts and things necessary or required for the purpose

**3(B) Matters which are necessary for furtherance of the objects specified in Clause 3(A) are:**

- i. To carry on allied trade or business whatsoever which may be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such business as aforesaid or which is calculated, directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, properties or rights.
- ii. To acquire any such shares, stocks, debentures, bonds, obligation, or securities by original, subscription, exchange or otherwise and to subscribe for the same either conditionally or otherwise, to guarantee the subscription thereof issued or guaranteed by any government, state, public body, or authority, firm, body corporate or any other entity or persons in India or elsewhere.
- iii. To invest and deal with the moneys of the Company not immediately required in such manner as may, from time to time determined and to hold otherwise deal with any investment made.
- iv. To form, promote, subsidise and assist entities having similar objects and partnerships, to promote and acquire any concern as a running business or otherwise or purchase any part of the assets of any concern or any Company or any interest or share thereto and to pay for the same including its goodwill either in cash/or by issue of shares or otherwise and invest the moneys of the Company for the said purposes.
- v. To insure against losses, damages, risks, accidents and liabilities of all kinds, which may affect the Company whether in respect of its contracts, agreements, advances, or securities or in respect of servants, employees, officers and agents of the Company either by setting apart funds of the Company or by effecting such issuances and in the latter case to pay the premium and charges thereon.

- vi. To apply for and to obtain assistance (financial, technical or of any other type) from Government and other organisations, Companies, firms or individuals, national or international, for developing the business or businesses of the Company.
- vii. To enter into any arrangements with any Governments or authorities, municipal, local or otherwise or any person, firm, institution or Company in India or abroad that may seem conducive to the objects of the Company or any of them and to obtain from any such Government, authority, person, firm, individuals, national or international, for developing the business of the Company.
- viii. To acquire, purchase, takeover and/ or amalgamate business or undertakings of companies or firm which under existing circumstances, from time to time, may conveniently or advantageously be combined with the business of the Company, to amalgamate or merge with combined with the companies whose business are so acquires, purchased or taken over and/ or to enter into any agreement with the object of acquisition of such undertaking and/ or business.
- ix. To act as agents or trustees for any person or Company and to undertake and perform sub-contracts and to do all in any part of the world and either as principals, agents, trustees, contractors or otherwise and either alone or jointly with others, sub-contractors, trustees or otherwise.
- x. To acquire by purchase, lease, hire, concessions, grant or otherwise either absolutely or conditionally and either alone or jointly with others, any patents, licenses, concessions, patent rights, trade marks, designs, privileges and other rights for the object and business of the Company or which the Company may think necessary or convenient to acquire or to prevent or diminish any apprehended loss or liability or which may come into the possession of the Company in satisfaction or part satisfaction of any of its claims and to pay for all such property and rights purchased or acquired by the Company in any such manner including by shares, debentures, stock, or bonds or other securities by the Company or otherwise dispose of or turn to account all such property and rights purchased or acquired by Company and to acquire and hold and generally deal with any manner whatsoever all or an property and rights, movable or immovable and any right, title or interest therein which may be form part of

the security and all at such times and in such manner and for such manner and for such consideration as may be deemed proper or expedient.

- xi. To promote, form and register, and aid in the promotion, formation and registration of any LLP or companies, subsidiary or otherwise, body corporate, partnership or any other association of persons for engaging in any business, for the purpose of acquiring all or any of the property, rights and liabilities of this Company or any other purpose which may benefit the Company, and to transfer to any such Company and property of the Company, and to be interested in, or take or otherwise, acquire, hold, sell or otherwise dispose of shares, stock, debentures and other securities in or for any of the objects mentioned in this Memorandum, and to subsidise or otherwise assist any such Company.
- xii. To draw, make receipt, endorse, discount, execute and issue promissory notes, hundies, bills of exchange, bills of lading, debentures and other negotiable or transferable instruments.
- xiii. To open accounts with the banks as may be deemed appropriate and operate all such accounts and authorise officials of the Company to be authorised to operate such accounts.
- xiv. To obtain or acquire by application, purchase, license, or otherwise and project and renew in any part of the world any patents, rights, trademarks, designs, licenses, concessions, and the like conferring and exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company, and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property rights or information so acquired and to expend money in experimenting upon testing or improving any such patents, inventions of rights.
- xv. To sell, lease, mortgage, or otherwise deal with or dispose of the undertaking property assets, rights of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for shares stocks, debentures or other securities of any other Company, whether or not having objects altogether or in any part similar to those of the Company.

- xvi. To pay out the funds of the Company to cover all costs, charges and expenses of and incidental to the formation and registration of the Company and any Company promoted by the Company and also all costs, charges, duties, impositions of and incidental to the acquisition by the Company of any property or assets.
- xvii. To apply for membership or become a member of any company, association, society or body corporate having any objects similar to or identical with those of the Company or likely, directly or indirectly, to promote the interests of the Company.
- xviii. Subject to the provisions of applicable laws, to distribute among the members in specie or otherwise any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up.
- xix. To grant pension, allowances, gratuities, benefits, emoluments and bonuses and Provident Funds to employees, former employees and Partners of the Company and the widows and children of such persons and others dependent upon them, and of other concerns which are or may be in contractual relationship with rendering any services to the Company, and to join with any other persons, firm or Company in doing any of these.
- xx. To support, donate, contribute and subscribe, to any charitable, religious, educational or other public institutions, trusts, clubs, societies or individuals or body of individuals.
- xxi. To constitute any trusts any act as and to exercise power of trustees, executors, administrators, receivers, treasures, attorneys, nominees and agents and to undertake and execute agencies and trusts of all kinds and to exercise all the powers of custody and trust corporation.
- xxii. To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising in the press, by circulars, by exhibitions of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- xxiii. To agree to refer to arbitration any dispute, present or future between the Company and any other Company, firm, individual or any other body and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.

- xxiv. The doing of all such other lawful things as considered necessary for the furtherance of the objects specified in Clause 3(A).
- 4 The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- 5 The Authorized Share Capital of the Company is Rs. 4,00,00,000/- (Rupees Four Crore only) divided into 4,00,00,000 (Four Crore Lakh) Equity Shares of Re. 01/- (Rupee One only) each.\*

***Subscribers Page follows***

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***\*First Alteration in MOA- Clause 5***

- 1) *The face value of the Equity Shares of the Company has been reduced from Rs. 10/- (Rupees Ten only) each to Re. 01/- (Rupee One only) each, vide Special Resolution passed at the Extra-Ordinary General meeting of the Shareholders of the Company held on March 10, 2023*
- 2) *the Authorised Share Capital of the Company be increased from Rs. 1,00,000/- (Rupees One Lakh only) divided into 1,00,000 (One Lakh) equity shares of Re. 01/- (Rupee One only) each to Rs. 4,00,00,000/- (Rupees Four Crore only) divided into 4,00,00,000 (Four Crore) equity shares of Re. 01/- (Rupee One only) each vide Special Resolution passed at the Extra-Ordinary General meeting of the Shareholders of the Company held on December 21, 2023*

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

Sr. No.	Name, Address, Description and Occupation of Subscribers	DIN/ PAN/ Passport Number	No. of Shares taken		Sign	Dated
01	<p><b>HERCULES HOISTS LIMITED</b>, a Company incorporated under the provisions of the Companies Act, 1956 bearing CIN: L45400MH1962PLC012385 having its registered office at Bajaj Bhawan, 2nd Floor, 226, Jamnalal Bajaj Marg, Nariman Point, Mumbai – 400021</p> <p><b>Represented by:</b> Mr Shekhar Bajaj S/o: Mr. Ramkrishna Bajaj</p> <p><b>Address:</b> Flat No. 50, Bldg No. 4, Hill Park A Graham Bell Marg, Malabar Hill, Mumbai, Maharashtra – 400006</p> <p><b>Occupation:</b> Businessmen</p>	PAN: ACJPB6315N	9,994	Equity	sd/-	09 <sup>th</sup> September, 2022
02	<p><b>Hariprasad Anandkishore Nevatia</b> s/o: Anandkishore Phoolchand Nevatia</p> <p><b>Address:</b> Ashoka Garden B wing 1504 Tokersoi Jivraj road, Mumbai, Maharashtra - 400015</p> <p><b>Occupation:</b> Businessman</p>	DIN: 00066955	1	Equity	sd/-	09 <sup>th</sup> September, 2022
03	<p><b>Debi Prasad Binoda Padhy</b> s/o: Binoda Chandra Padhy</p> <p><b>Address:</b> Bldg A5, Comfort Zone, S No 14/15, Balewadi, Pune – 411007</p> <p><b>Occupation:</b> Service</p>	PAN: AHFPP4808F	1	Equity	sd/-	09 <sup>th</sup> September, 2022

04	<b>Kiran Subhash Mukadam</b> s/o: Subhash Jagannath Mukadam <b>Address:</b> 403, Neelkanth, Shriram Line Ali, Panvel – 410206 <b>Occupation:</b> Service	PAN: AXNPM2091F	1	Equity	sd/-	09 <sup>th</sup> September, 2022
05	<b>Nihit Ashok Agarwal</b> s/o: Ashok Kumar Agarwal <b>Address:</b> Dolphin Platinum CHS , Sector 35, Plot 98, 8th Floor , 802, Kamother 410209, Navi Mumbai <b>Occupation:</b> Service	PAN: AQSPA4073B	1	Equity	sd/-	09 <sup>th</sup> September, 2022
06	<b>Vivek Anantram Mahendru</b> s/o: Anantram Mahendru <b>Address:</b> B. NO. 1E, F. NO. 2001 Indiabulls Greens, Panvel - 410206 <b>Occupation:</b> Service	PAN: AGQPM7561E	1	Equity	sd/-	09 <sup>th</sup> September, 2022
07	<b>Vijay Pratap Singh</b> s/o: Ram Kunwar singh <b>Address:</b> 1004 ,Kesar Harmony , Symphony, Plot No 11, Sector 6, Kharghar, Jesus And Marry High School, Kharghar - 410210 <b>Occupation:</b> Service	PAN: BCMPS5094K	1	Equity	sd/-	09 <sup>th</sup> September, 2022
<b>Total Shares taken</b>			<b>10,000</b>	<b>Equity</b>		
<b>Signed before me</b>						
<b>Name of Witness</b>	<b>Address, Description and Occupation of Witness</b>	<b>DIN/ PAN/ Passport Number/ Membership Number</b>	<b>Sign</b>	<b>Dated</b>		
Viswanathan N.S.	S/o: Mr. Narayanan <b>Address:</b> A-9/404, Saket CHS, Saket Complex, Thane (W) – 400 601 <b>Occupation:</b> Service	A – 61955	sd/-	09 <sup>th</sup> September, 2022		



\*Table ☐ F as notified under schedule I of the companies Act, 2013 is applicable to the company

INDEF MANUFACTURING LIMITED

A COMPANY LIMITED BY SHARES

Check if not applicable	Check if altered	Article No	Description
			<b>Interpretation</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Table F to apply</p> <p>Subject as hereinafter otherwise provided, the regulations contained in Table ?F? in Schedule I to the Companies Act, 2013 shall apply to this Company so far as they are applicable to Public Limited Companies except so far as they have been impliedly or expressly modified by what is contained in the Articles hereinafter mentioned as altered or amended from time to time.</p> <p>Company to be governed by these Articles</p> <p>The regulations is for the management of the Company and for the observance by 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 addition to its regulations by special resolution, or as prescribed by the Companies Act, 2013, be such as are contained in these Articles.</p> <p>In these Articles and the Memorandum of Association, the following words and expressions shall have the following meaning unless excluded by the subject or the context thereof</p> <p>(a) "the Act" means the Companies Act, 2013,</p> <p>(b) ?The Company? means Indef Manufacturing Limited, a Public Limited Company within the meaning of Section 2(71) of the Act.</p> <p>Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.</p> <p>Words importing persons shall include companies, corporations, firms, joint families or joint bodies, association of persons, societies, trusts, public financial institutions, subsidiaries of any of the public financial institutions or banks or companies, trust or One Person Company.</p> <p>Words importing the masculine gender shall include the feminine gender and vice versa and neutral gender in the case of companies, corporations, firms, etc.</p> <p>Words importing the singular shall include the plural and vice versa.</p> <p>The headings / marginal notes in these Articles are inserted for convenience only and shall not affect the construction or interpretation thereof.</p>
			<b>Share capital and variation of rights</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>The Authorized Share Capital of the Company, from time to time, shall be as per Clause 5 of the Memorandum of Association of the Company.</p> <p>The Company has power from time to time by Ordinary Resolution to increase its capital and to divide the shares in the capital for the time being into several classes and attach thereto respectively such preferential, qualified or special / differential rights, privileges or conditions in such manner as may for the time being be</p>

		II 1	provided by the Articles of the Company or as may be decided by the Company in general meeting.  Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time-to-time think fit and with the sanction of the Company at the General Meeting to give to any person or persons the option or right to call for any shares, either at par or premium, during such time and for such consideration as the directors think fit, and may issue and allot shares in the capital of the company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that the option or right to call for shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2	(i) Unless the shares have been issued in dematerialized form in terms of applicable laws, Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,- (a) one certificate for all his shares without payment of any charges; or (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first. (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon. (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3	(i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. (ii) The provisions of Articles (11) and (12) shall mutatis mutandis apply to debentures of the company.
<input type="checkbox"/>	<input type="checkbox"/>	4	Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
<input type="checkbox"/>	<input type="checkbox"/>	5	(i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6	(i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. (ii) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
<input type="checkbox"/>	<input type="checkbox"/>	7	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	8	Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.
			<b>Lien</b>
<input type="checkbox"/>	<input type="checkbox"/>		(i) The company shall have a first and paramount lien- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all

		9	monies presently payable by him or his estate to the company: Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
<input type="checkbox"/>	<input type="checkbox"/>	10	The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: Provided that no sale shall be made- (a) unless a sum in respect of which the lien exists is presently payable; or (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
<input type="checkbox"/>	<input type="checkbox"/>	11	(i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer. (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	12	(i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. (ii) 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. (iii) The fully paid up shares shall be free from all lien and, in the case of any partly paid up shares, the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.
			<b><i>Calls on shares</i></b>
<input type="checkbox"/>	<input type="checkbox"/>	13	(i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares. (iii) A call may be revoked or postponed at the discretion of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	14	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
<input type="checkbox"/>	<input type="checkbox"/>	15	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
<input type="checkbox"/>	<input type="checkbox"/>	16	(i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine. (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
<input type="checkbox"/>	<input type="checkbox"/>	17	(i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	18	The Board- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance. (c) Nothing contained in this Article shall confer on the member (i) any right to participate in profits or dividends; or (ii) any voting rights in respect of the moneys so paid by him, until the same would, but for such payment, become presently payable by him.
			<b><i>Transfer of shares</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		The Company shall use a common form of transfer. The instrument of transfer of any shares shall be in such form as may be prescribed under the Act and in writing and all the applicable provisions of the Act for the time being in force shall be duly complied with in respect of all transfers of shares and the registrations thereof. The

		19	<p>Company shall use the form of transfer, as prescribed under the Act, in all cases. In case of transfer of shares, where the Company has not issued any certificates and where the shares are held in dematerialized form, the provisions of the Depositories Act, 1996 shall apply.</p> <p>(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.</p> <p>(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.</p>
<input type="checkbox"/>	<input type="checkbox"/>	20	<p>The Board may, subject to the right of appeal conferred by section 58 decline to register-</p> <p>(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or</p> <p>(b) any transfer of shares on which the company has a lien.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	21	<p>The Board may decline to recognise any instrument of transfer unless-</p> <p>(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;</p> <p>(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and</p> <p>(c) the instrument of transfer is in respect of only one class of shares.</p> <p>The Company shall promptly communicate the refusal to the transferee and transferor or to the person giving notice of transmission, as the case may be, giving reasons for refusal.</p> <p>Provided that the registration of transfer of any securities shall not be refused on the ground of the transferor being alone or jointly with any other person or persons, indebted to the Company on any account. Transfer of shares/debentures in whatever lot shall not be refused.</p>
<input type="checkbox"/>	<input type="checkbox"/>	22	<p>On giving not less than seven days? previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:</p> <p>Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.</p>
			<b>Transmission of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	23	<p>(i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares</p> <p>(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</p>
<input type="checkbox"/>	<input type="checkbox"/>	24	<p>(i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either-</p> <p>(a) to be registered himself as holder of the share; or</p> <p>(b) to make such transfer of the share as the deceased or insolvent member could have made.</p> <p>(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.</p>
<input type="checkbox"/>	<input type="checkbox"/>	25	<p>(i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.</p> <p>(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.</p> <p>(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.</p>
<input type="checkbox"/>	<input type="checkbox"/>	26	<p>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:</p> <p>Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.</p>
			<b>Forfeiture of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	27	<p>If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.</p>
<input type="checkbox"/>	<input type="checkbox"/>	28	<p>The notice aforesaid shall-</p> <p>(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and</p>

			(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
<input type="checkbox"/>	<input type="checkbox"/>	29	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
<input type="checkbox"/>	<input type="checkbox"/>	30	(i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
<input type="checkbox"/>	<input type="checkbox"/>	31	(i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares. (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
<input type="checkbox"/>	<input type="checkbox"/>	32	(i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share; (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of; (iii) The transferee shall thereupon be registered as the holder of the share; and (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	33	The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.  The forfeiture of a share shall involve the extinction, at the time of the forfeiture of all interest in and all claims and demands against the Company in respect of the shares forfeited and all other rights incidental to the share, except only such of those right as by these Articles are expressly saved. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by Law.
			<b><i>Alteration of capital</i></b>
<input type="checkbox"/>	<input type="checkbox"/>	34	The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
<input type="checkbox"/>	<input type="checkbox"/>	35	Subject to the provisions of section 61, the company may, by ordinary resolution,- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
<input type="checkbox"/>	<input type="checkbox"/>	36	Where shares are converted into stock,- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose. (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
<input type="checkbox"/>	<input type="checkbox"/>	37	The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,- (a) its share capital; (b) any capital redemption reserve account; or (c) any share premium account.
			<b><i>Capitalisation of profits</i></b>

<input type="checkbox"/>	<input type="checkbox"/>	38	<p>(i) The company in general meeting may, upon the recommendation of the Board, resolve-</p> <p>(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and</p> <p>(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p> <p>(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards-</p> <p>(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;</p> <p>(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);</p> <p>(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;</p> <p>(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.</p>
<input type="checkbox"/>	<input type="checkbox"/>	39	<p>(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall-</p> <p>(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and</p> <p>(b) generally do all acts and things required to give effect thereto.</p> <p>(ii) The Board shall have power-</p> <p>(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and</p> <p>(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;</p> <p>(iii) Any agreement made under such authority shall be effective and binding on such members.</p>
			<b>Buy-back of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	40	Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.
			<b>General meetings</b>
<input type="checkbox"/>	<input type="checkbox"/>	41	All general meetings other than annual general meeting shall be called extraordinary general meeting.
<input type="checkbox"/>	<input type="checkbox"/>	42	<p>(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.</p> <p>(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.</p>
			<b>Proceedings at general meetings</b>
<input type="checkbox"/>	<input type="checkbox"/>	43	<p>(i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.</p> <p>(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.</p>
<input type="checkbox"/>	<input type="checkbox"/>	44	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
<input type="checkbox"/>	<input type="checkbox"/>	45	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	46	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
			<b>Adjournment of meeting</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	47	<p>(i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.</p> <p>(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in</p>

			the case of an original meeting. (iv) Save as aforesaid, and as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
			<b>Voting rights</b>
<input type="checkbox"/>	<input type="checkbox"/>	48	Subject to any rights or restrictions for the time being attached to any class or classes of shares,- (a) on a show of hands, every member present in person shall have one vote; and (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
<input type="checkbox"/>	<input type="checkbox"/>	49	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
<input type="checkbox"/>	<input type="checkbox"/>	50	(i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
<input type="checkbox"/>	<input type="checkbox"/>	51	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
<input type="checkbox"/>	<input type="checkbox"/>	52	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
<input type="checkbox"/>	<input type="checkbox"/>	53	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
<input type="checkbox"/>	<input type="checkbox"/>	54	(i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
			<b>Proxy</b>
<input type="checkbox"/>	<input type="checkbox"/>	55	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
<input type="checkbox"/>	<input type="checkbox"/>	56	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
<input type="checkbox"/>	<input type="checkbox"/>	57	A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			<b>Board of Directors</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	58	(i) Subject to the provisions of the Act, the company shall have minimum three directors and unless otherwise determined by the Company in the General Meeting, a maximum of fifteen directors. (ii) The first directors of the Company are: (a) Shri Shekhar Bajaj (DIN: 00089358) (b) Shri H. A.Nevatia (DIN: 00066955) (c) Shri Nirav Nayan Bajaj (DIN: 08472468)
<input type="checkbox"/>	<input type="checkbox"/>	59	(i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or (b) in connection with the business of the company.
<input type="checkbox"/>	<input type="checkbox"/>	60	The Board may pay all expenses incurred in getting up and registering the company.
<input type="checkbox"/>	<input type="checkbox"/>	61	The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

<input type="checkbox"/>	<input type="checkbox"/>	62	All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
<input type="checkbox"/>	<input type="checkbox"/>	63	Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	64	<p>Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint a person or persons as Additional Director or Directors. Provided that any person, who fails to get appointed at a General Meeting, shall not be eligible for appointment as an Additional Director.</p> <p>Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting, provided that the number of Directors and the Additional Director together, shall not exceed the maximum strength fixed by the Article.</p> <p>The Board may appoint a person, not being a person holding any alternate directorship for any other director in the Company or holding directorship in the same Company, to act as an Alternate Director for a director during his / her absence for a period of not less than three months from India.</p> <p>No person shall be appointed as an alternate director for an independent director unless he / she is qualified to be appointed as an independent director under the provisions of this Act.</p> <p>An alternate director shall not hold office for a period longer than that permissible to the director in whose place he / she has been appointed and shall vacate the office if and when the director in whose place he / she has been appointed returns to India.</p> <p>Provided also that if the term of office of the original director is determined before he so returns to India, any provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply to the original, and not to the alternate director.</p> <p>The Company may agree with any financial institution or any authority or person or State Government that in consideration of any loan or financial assistance of any kind whatsoever, which may be rendered by it to the Company, it shall till such time as the loan or financial assistance is outstanding have power to nominate one or more Directors on the Board and from time to time remove and reappoint such Directors and to fill in any vacancy caused by the death or resignation of such Directors otherwise ceasing to hold office. Such financial Directors shall not be required to hold any qualification shares nor shall they be liable to retire by rotation.</p> <p>If the office of any director appointed by the company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board, which shall be subsequently approved by members in the immediate next general meeting.</p> <p>Provided that any person so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if it had not been vacated.</p>
			<b><i>Proceedings of the Board</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	65	<p>(i) Subject to the provisions of applicable law, the Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.</p> <p>(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	66	<p>(i) Save as otherwise expressly provided in the applicable law, questions arising at any meeting of the Board shall be decided by a majority of votes.</p> <p>(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.</p>
<input type="checkbox"/>	<input type="checkbox"/>	67	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
<input type="checkbox"/>	<input type="checkbox"/>	68	<p>(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.</p> <p>(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.</p>
<input type="checkbox"/>	<input type="checkbox"/>	69	<p>(i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.</p> <p>(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.</p>
<input type="checkbox"/>	<input type="checkbox"/>	70	<p>(i) A committee may elect a Chairperson of its meetings.</p> <p>(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.</p>



<input type="checkbox"/>	<input type="checkbox"/>	71	(i) A committee may meet and adjourn as it thinks fit. (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	72	All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
<input type="checkbox"/>	<input type="checkbox"/>	73	Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
			<b>Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	74	(i) Subject to the provisions of the Act, Key Managerial Persons may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and KMPs so appointed may be removed by means of a resolution of the Board. (ii) A director may be appointed as Chief Executive Officer, Company Secretary or Chief Financial Officer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	75	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	76	
			<b>Dividends and Reserve</b>
<input type="checkbox"/>	<input type="checkbox"/>	77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	78	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
<input type="checkbox"/>	<input type="checkbox"/>	79	(i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit. (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
<input type="checkbox"/>	<input type="checkbox"/>	80	(i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares. (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
<input type="checkbox"/>	<input type="checkbox"/>	81	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
<input type="checkbox"/>	<input type="checkbox"/>	82	(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
<input type="checkbox"/>	<input type="checkbox"/>	83	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
<input type="checkbox"/>	<input type="checkbox"/>	84	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
<input type="checkbox"/>	<input type="checkbox"/>	85	No dividend shall bear interest against the company.

			<b>Accounts</b>
<input type="checkbox"/>	<input type="checkbox"/>	86	<p>(i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.</p> <p>(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.</p>
			<b>Winding up</b>
<input type="checkbox"/>	<input type="checkbox"/>	87	<p>Subject to the provisions of Chapter XX of the Act and rules made thereunder-</p> <p>(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.</p> <p>(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.</p> <p>(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.</p>
			<b>Indemnity</b>
<input type="checkbox"/>	<input type="checkbox"/>	88	Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
<input checked="" type="checkbox"/>			<b>Others</b>
		89	<p>XXIV. SECRECY</p> <p>101. Every Director, Secretary, Manager, Auditor, Trustee, Member of the Committee, Officer, Servant, Agent, Accountant or any other person employed in the business of the Company shall pledge to observe strict secrecy respecting all transactions of the Company and state of accounts with individuals and in all matters relating thereto, and shall pledge not to reveal any of the matters which may have come to his /her knowledge in the discharge of his/her duties except when required to do so by the Directors or by any meeting of the members, except in so far as may be necessary in order to comply with any of the provisions of these Articles or with the provisions of applicable laws.</p> <p>XXV. GENERAL AUTHORITY</p> <p>102. Whenever in the Act, it has been provided that the Company shall have any right privileges or authority or that the Company could carry out any transaction only if the Company is authorized by its articles, then and in that case this Article thereto authorizes and empowers the Company to have such rights, privilege or authority and to carry such transactions as have been permitted by the Act, without there being any specific regulation in that behalf herein provided.</p>

Subscriber Details						
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated	
1	HERCULES HOISTS LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 bearing CIN: L45400MH1962PLC012385 having its registered office at Bajaj Bhawan, 2nd Floor, 226, Jamnalal Bajaj Marg, Nariman Point, Mumbai – 400021 Represented by: Mr Shekhar Bajaj S/o: Mr. Ramkrishna Bajaj Address: Flat No. 50, Bldg No. 4, Hill Park A Graham Bell Marg, Malabar Hill, Mumbai, Maharashtra – 400006 Occupation: Businessmen	ACJPB6315N	Mumbai	SHEKHAR BAJAJ <small>Digitally signed by SHEKHAR BAJAJ Date: 2022.09.06 17:19:09 +05'30'</small>	06/09/2022	
2	Hariprasad Anandkishore Nevatia s/o Anandkishore Phoolchand Nevatia, Ashoka Garden B wing 1504 Tokersoi Jivraj road, Mumbai, Maharashtra - 400015, Occupation: Businessman	00066955	Mumbai	HARIPRASAD ANANDKISHORE NEVATIA <small>Digitally signed by HARIPRASAD ANANDKISHORE NEVATIA Date: 2022.09.06 17:20:48 +05'30'</small>	06/09/2022	
3	Debi Prasad Binoda Padhy s/o: Binoda Chandra Padhy Address: Bldg A5, Comfort Zone, S No 14/15, Balewadi, Pune – 411007 Occupation: Service	AHFPP4808F	Mumbai	DEBI PRASAD PADHY <small>Digitally signed by DEBI PRASAD PADHY Date: 2022.09.06 17:22:00 +05'30'</small>	06/09/2022	
4	Kiran Subhash Mukadam s/o: Subhash Jagannath Mukadam Address: 403, Neelkanth, Shriram Line Ali, Panvel – 410206 Occupation: Service	AXNPM2091F	Mumbai	KIRAN SUBHASH MUKADAM <small>Digitally signed by KIRAN SUBHASH MUKADAM Date: 2022.09.06 17:23:09 +05'30'</small>	06/09/2022	
5	Nihit Ashok Agarwal s/o: Ashok Kumar Agarwal Address: Dolphin Platinum CHS , Sector 35, Plot 98, 8th Floor , 802, Kamother 410209, Navi Mumbai Occupation: Service	AQSPA4073B	Mumbai	NIHIT AGARWAL <small>Digitally signed by NIHIT AGARWAL Date: 2022.09.06 17:23:59 +05'30'</small>	06/09/2022	
6	Vivek Anantram Mahendru s/o: Anantram Mahendru Address: 602-B, Aqua Adhirah Graden Plot No. 32, Sector – 05 , Kharghar, Navi Mumbai – 410210 Occupation: Service	AGQPM7561E	Mumbai	VIVEK ANANTRAM MAHENDRU <small>Digitally signed by VIVEK ANANTRAM MAHENDRU Date: 2022.09.06 17:25:10 +05'30'</small>	06/09/2022	
7	Vijay Pratap Singh s/o: Ram Kunwar singh Address: Plot No. 11 & 12, Flat 1004, Wing 6-Symphony, Sector 6 Floor No. 10, Kesar Harmony CHSL Near Golf Club, Khargar, Navi Mumbai – 410210 Occupation: Service	BCMPS5094K	Mumbai	VIJAY RAMKUNWAR SINGH <small>Digitally signed by VIJAY RAMKUNWAR SINGH Date: 2022.09.06 17:26:16 +05'30'</small>	06/09/2022	
Signed Before Me						
Name		Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
ACS	Viswanathan N.S.	S/o: Mr. Narayanan Address; A-9/404, Saket CHS, Saket Complex, Thane (W) ? 400 601 Occupation: Service	61955	Thane	Viswanathan Narayanan Satyama ngalam <small>Digitally signed by Viswanathan Narayanan Satyama ngalam Date: 2022.09.06 17:27:30 +05'30'</small>	06/09/2022

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