

CERTIFIED TRUE COPY

For TIRA BEAUTY LIMITED


Director/Authorised Signatory

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

TIRA BEAUTY LIMITED



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

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

I hereby certify that TIRA BEAUTY LIMITED is incorporated on this First day of December Two thousand twenty-one under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U36900MH2021PLC372569.

The Permanent Account Number (PAN) of the company is **AAJCT0390E** *

The Tax Deduction and Collection Account Number (TAN) of the company is **MUMT26187A** *

Given under my hand at Manesar this First day of December Two thousand twenty-one .



Digital Signature Certificate
Mr. N.VAIRAMUTHU

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

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

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

TIRA BEAUTY LIMITED

4th Floor, Court House,, Lokmanya Tilak Marg, Dhobi Talao,, Mumbai,
Mumbai City, Maharashtra, India, 400002



* as issued by the Income Tax Department

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
TIRA BEAUTY LIMITED

1. The Name of the Company is TIRA BEAUTY 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:**
 1. To initiate, acquire, set up, construct, establish, maintain, run, operate, manage retail stores, outlets, showrooms, shopping malls, wholesale, cash and carry operations, warehouses, distribution centers, collection centers, farms, estates, extension centers, terminals, depots, offices, any or all of them within or outside India, non-store formats, electronic commerce, mobile commerce, technology platforms, direct to home, mail order, online retail in various forms and to deal in, trade, import, export, market, distribute, process, make, manufacture, produce, pack, re-pack, brand, label, move, preserve, fabricate, collaborate, repair, wholesale, retail, exchange, stock, supply, indent or otherwise and to carry on the business of traders, dealers, agents, factors, importers, exporters, merchants, franchisees, selling agents, commission agents, sales organizers, distributors, stockists, del-credre agents, C & F agents, wholesalers, retailers, developers, makers, processors, manufacturers, brand and trademark owners and holders, label owners and holders, franchise holders, designers, repairers, maintainers, consultants, service providers, of all commercial, industrial, scientific, household, consumer, domestic, educational, pharmaceutical, food products, raw as well as processed, and all other products, commodities, merchandise, materials, hardware, software, components, equipment, gadgets, appliances, goods of every kind, description and make including but not limited to beauty, cosmetics, medicament, fitness, personal health care, skin care, hair care, diet related, home remedies, homeopathy, ayurvedic, herbal and other alternative medical or therapeutic treatments, consumables, wellness products and equipments, personal care products, toiletries, perfumery and to set up, acquire, merge, enter into joint ventures, invest, buy, sell, dispose of, contract, sub contract in whole or in part for this purpose.
 2. To render or undertake services of all kinds and description including health and wellness, beauty, clinics, treatments, medical research, food courts, fashion designing, sports, amusement facilities, recreation, market research, advertisement, publicity, after sales services and business auxiliary services.
- (b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are**
 1. To act as agents or representatives for sale, purchase, procuring, transferring, giving or generally dealing in stocks, shares, debentures, bonds, units or other obligations or securities including company deposits, call deposits, time deposits, inter corporate deposits issued or procured by Government, Semi Government, Quasi Government authority or body incorporated or not, or any other person any firm, company, trust, association, society or institution in India or abroad and to act as depositories, custodians for securities.
 2. To exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid up, or securities of any other Company.
 3. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payments or by allotment to him or them of shares or security of the Company as paid up in full or in part or otherwise.
 4. To lend and advance money or give credit to any persons, firms or companies on such terms and conditions as may seem expedient, and in particular to customers of and others having dealing with the Company, and to give guarantees or stand surety for any such

persons, firms, or companies, provided that the Company shall not do any banking business within the meaning of Banking Regulation Act, 1949.

5. To undertake financial and commercial obligations, transactions, and operations of all kinds in connection with the main business of the Company.
6. To act as business consultants, give advice, to engage in dissemination of information in all aspects of business organization and industry and to advise upon the means and methods for extending and developing systems or processes relating to production, storage, distribution, marketing and securing of orders for services in India and abroad.
7. To guarantee the performance of any contract or obligations of and the payment of money of and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the main objects of the Company or the interest of its shareholders.
8. To guarantee the payment of money, unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments, and securities of any company or of any authority, supreme, municipal, local or otherwise or of any persons whosoever whether incorporated, or not incorporated and generally to guarantee or become sureties for, the performance of any contracts or obligations of any person, firm, company or body corporate.
9. Subject to the provisions of the Companies Act, 2013, to invest, apply for and acquire or otherwise employ moneys belonging to or at the disposal of the Company upon securities and shares on such terms as may be thought proper and from time to time vary such transactions in such a manner as the Company may think fit.
10. To spend money in experimenting on and testing and in improving or seeking to improve any patents, patent rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.
11. To acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on or proposing to carry on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
12. To procure the registration or recognition of the Company in or under the laws of any place outside India.
13. To carry on, either solely or in partnership with other companies, corporations, body corporate, firms or individuals all agency business and to render services to or to undertake or take part in the supervision or control of the business or operation of any person, firm, body corporate company, association or other undertaking and to act as Agents, Managers, Advisers, Consultants of such person, firm, body corporate, company, association and for such purpose or purposes to appoint and remunerate any officers of the Company, accountants or other experts or agents in connection with the main business of the Company.
14. To form, incorporate or promote any company or companies, whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or control, management or development of any Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in or about the formation or promotion of any Company or the conduct of its business or in or about the promotion or formation of any other company in which the Company may have an interest.
15. Subject to the provisions of the Companies Act, 2013, to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession with any person, firm, company or body corporate

carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on.

16. To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities supreme, national, local, municipal or otherwise of any place in which the Company may have interest and to oppose any such steps taken by any other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interest of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company and to obtain from any such Government authority or any company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, contracts, charters, decrees, rights, privileges or concessions.
17. To assist any other company under the same management within the meaning of the Companies Act, 2013 or any statutory modification thereof, including the giving of loans and guarantees or the providing of securities of any kind whatsoever in connection with any loan given to the latter by any person, firm, or body corporate.
18. To insure any of the properties, undertakings, contracts, risk or obligations of the Company in any manner whatsoever.
19. To send out to foreign countries, its directors, employees or any other person or persons for investigating possibilities of any business or trade or procuring and buying any items which the Company is dealing, or establishing trade connections or for promoting the interest of the Company and to pay all expenses incurred in connection therewith.
20. To refer all questions, disputes or differences arising between the Company and any other person in connection with or in respect of any matter relating to the business or affairs of the Company to arbitration in such manner and upon such terms as the Company and such other person may mutually agree upon each case and to institute legal proceedings or defend any proceedings and to appoint Advocates, Consultants or Advisors in this behalf.
21. To do all or any of the main objects, either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub contractors, trustees or otherwise.
22. To apply for, purchase or otherwise acquire and protect, prolong and renew, whether in India or elsewhere, any patents, patent-rights, licenses, protections, trade marks, or designs, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use, or any inventions, secrets or other information which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licenses or privileges in respect of, or otherwise turn to account the patents, property, rights, inventions, secrets or information so acquired and to expend money in experimenting upon, testing or improving any such patents, invention or rights.
23. To enter into any arrangement with any Government or Authority (Municipal, Local, Panchayat or otherwise) or any Corporation, Company or person, that may seem conducive to the attainment of the Company's objects, or any of them and to obtain from any such Government, Authority, Corporation, Company or person, any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out exercise, dispose of, turn to account and comply with any such arrangement, charters, contracts, decrees, rights, privileges and concessions.
24. To obtain all necessary authorisations, permits and licenses 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, and to oppose any proceedings or applications which

may seem calculated directly or indirectly to prejudice the Company's interest.

25. To open accounts with any banks and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments and to buy, sell and deal in the same.
26. To borrow or raise money or receive money on deposit for the purpose of the Company, in such manner and upon such terms as may be deemed fit and expedient and to secure the repayment thereof by way of mortgage or charge on the assets of the Company.
27. To create any reserve fund, sinking fund, insurance fund or any other special fund, whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company, or for any other purpose conducive to the interests of the Company.
28. To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient and in particular to customers and other having dealings with the Company and to give guarantees or security for any such persons, firms, or companies, whenever it is necessary or advantageous to do so in the interests of the Company.
29. In the event of winding-up, to distribute among the members of the Company in specie or in kind any property of the Company, subject to the provisions of the Companies Act, 2013 or any other law for the time being in force.
30. To provide for the welfare of employees and ex-employees of the Company, and the wives, widows and families of such persons, by grant of pension, gratuity, compensations or other payments and from time to time by creating and subscribing to provident funds and other funds and providing or subscribing or contributing towards schools, places of instruction and recreation, hospitals, dispensaries, medical and other attendance and other assistance as the Company shall deem fit.
31. To act as agents or representatives for sale, purchase, procuring, transferring, giving or generally dealing in stocks, shares, debentures, bonds, units or other obligations or securities including company deposits, call deposits, time deposits, inter corporate deposits issued or procured by Government, Semi Government, Quasi Government authority or body incorporated or not, or any other person any firm, company, trust, association, society or institution in India or abroad and to act as depositories, custodians for securities.
32. To acquire from any person, firm or body corporate or un-incorporate, whether in India or elsewhere, technical information; know-how; processes; engineering, manufacturing and operating data; plants, layouts and blue prints useful for the design, erection and operation of the plant, required for the main business of the Company and to acquire any grant or licence and other rights and benefits in the foregoing matters and things.
33. To exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid up, or securities of any other Company.
34. To pay for any rights or property acquired by the company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payments, or by allotment to him or them of shares or security of the Company as paid up in full or in part or otherwise.
35. Subject to the provisions of the Companies Act, 2013 and the rules made thereunder and the directions issued by the Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon all

or any of the property or assets of the Company (both present and future) including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person, firm, company or body corporate of any obligation undertaken by the Company or any other person, firm, company or body corporate as the case may be.

36. To procure the registration or recognition of the Company in or under the laws of any place outside India.
37. To become member of any association or chamber of commerce to further the attainment of main objects of the Company.
38. To set up branch offices, agencies and depots in or outside India for the purpose of the business of the company and to do all such other things as are incidental or conducive to the attainment of the main objects of the Company.
39. To open any kind of account in any bank.
40. To indemnify officers, directors, secretaries and servants of the company against proceedings, causes, damages, claims and demands in respect of any thing done or ordered to be done by them for and in the interest of the Company or for any loss, damages or misfortune whatsoever which shall happen in execution of duties or their office or in relation thereto.
41. To sub let all or any contracts obtained by the Company from time to time and upon such terms and conditions as may be thought expedient.
42. To set up branch offices, agencies and depots in or outside India for the purpose of the business of the company and to do all such other things as are incidental or conducive to the attainment of the main objects of the Company.
43. To acquire and take over, on a going concern basis or otherwise, whole or any part of the business, goodwill, trade marks etc., and assets and liabilities of any person, firm, company or corporation, carrying on any business akin to the Company.
44. To arrange, negotiate and otherwise promote technical, financial, legal, management and sale and purchase agreements and business and industrial collaborations of all kinds involving participation between parties in India and abroad in such matters as finance, equity, transfer of technology, know how, management, franchising, and marketing.
45. To secure and advise on investment of India and foreign capital in undertakings, enterprises, securities and properties (movable and commercial), in India and abroad and to act for or render assistance to any person, firm, company, association and Government whether in India or elsewhere.
46. To do all such other things as may be deemed incidental or conducive to the attainment of the main objects.
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 share capital of the Company is Rs. 1,00,00,000/- divided into 10,00,000 Equity shares of Rs. 10 each.

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:

S. NO	Subscriber Details				
	Name, Address, Description and Occupation	DIN/PAN/ Passport Number	No. of shares taken	DSC	Dated
1	Reliance Retail Ventures Limited Address: 4th Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai 400002 CIN: U51909MH2006PLC166166 Represented by Shri Dinesh Thapar Authorised vide Board Resolution dated 30/07/2020 S/o. Raj Kumar Thapar Address: Flat No. 2605, C Wing, Oberoi Woods Mohan Gokhale Road, Goregaon (East) Mumbai 400063 Occupation: Business	ABPPT6011L	9,994 Equity	-sd-	30/11/2021
2	Hetal Jignesh Rathod Nominee of Reliance Retail Ventures Limited D/o. P N Mehta Address: 904-905, Building No.1A, N.G Suncity Phase II, Thakur Village, Kandivali (East) Mumbai 400 101 Occupation: Service	00010711	1 Equity	-sd-	30/11/2021
3	Sridhar Kothandaraman Nominee of Reliance Retail Ventures Limited S/o. Kothandaraman Address: B-2101, Bhumeraj Hermitage, Palm Beach Road, Sector-18, Sanpada, Thane Navi Mumbai 400 705 Occupation: Service	00012765	1 Equity	-sd-	30/11/2021
4	Rohit C. Shah Nominee of Reliance Retail Ventures Limited S/o. Chhannalal Shah Address: B- 901,902, Shankar Park, Shankar Lane, Opp. Suman Apartment Kandivali (West), Mumbai 400 067 Occupation: Service	00006087	1 Equity	-sd-	30/11/2021
5	Rajendra Madhav Kamath Nominee of Reliance Retail Ventures Limited S/o. Madhav Padmanabh Kamath Address: 25/680 A and B, 6 Floor Rajat CHS, Nehru Nagar, Kurla East Mumbai 400 024 Occupation: Service	01115052	1 Equity	-sd-	30/11/2021
6	Ashwin Khasgiwala Nominee of Reliance Retail Ventures Limited S/o Ahamendra Khasgiwala Address: 1303 Rishabh Tower, Senapati Bapat Marg, Elphistone West, Prabhadevi, Mumbai 400 025 Occupation: Service	00006481	1 Equity	-sd-	30/11/2021
7	Venkatachalam Subramaniam Nominee of Reliance Retail Ventures Limited S/o. Subramaniam Venkatachalam Address: Aabharan, Plot No 95, Sector No 21, Near Central Park, Kharghar Raigarh 410 210 Occupation: Service	00009621	1 Equity	-sd-	30/11/2021
Total Shares taken			10,000.00 Equity		

Signed Before Me					
Name		Address, Description and Occupation	DIN/PAN/ Passport Number/ Membership Number	DSC	Dated
ACS	Keyur Hasmukh Mirani	S/o. Hasmukh Mirani, Address: 410, Bhaveshwar Arcade Annexe, Opp. Shreyas Cinema, LBS Marg, Ghatkopar (West), Mumbai-400086 Occupation: Professional	26354	-sd-	30/11/2021

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

ARTICLES OF ASSOCIATION
OF
TIRA BEAUTY LIMITED

Interpretation

I Table F Excluded

- (1) The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.

Company to be governed by these Articles

- (2) The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Article.

Interpretation

- (3) In these Articles –
- a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable
 - b) "Articles" means these articles of association of the Company or as altered from time to time.
 - c) "Board of Directors" or "Board", means the collective body of the directors of the Company.
 - d) "Company" means Tira Beauty Limited.
 - e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
 - f) "Seal" means the common seal of the Company

"Number" and "Gender"

- (4) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.

Expressions in the Articles to bear the same meaning as in the Act

- (5) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.

Share Capital and Variation of rights

II 1 Shares under control of Board

- (1) 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.

Directors may allot shares otherwise than for cash

- (2) Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

Kinds of Share Capital

- (3) The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
 - a) Equity share capital:
 - (i) with voting rights; and / or
 - (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
 - b) Preference share capital.

2 Issue of Certificate

- (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide:
 - (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 such charges as may be fixed by the Board for each certificate after the first.

Certificate to bear seal

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

One certificate for shares held jointly

- (3) 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.

Option to receive share certificate or hold shares with depository

- (4) A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

3 **Issue of new certificate in place of one defaced, lost or destroyed**

- (1) 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 Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.

Provisions as to issue of certificates to apply mutatis mutandis to debentures, etc

- (2) The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

4 Deleted

5 **Power to pay commission in connection with securities issued**

- (1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, 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 the Act and the Rules.

Rate of commission in accordance with Rules

- (2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.

Mode of payment of commission

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

6 **Variation of members' rights**

- (1) 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 the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.

Provision as to general meetings to apply mutatis mutandis to each meeting

- (2) To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply.

7 **Issue of further shares not to affect rights of existing members**

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

8 **Power to issue redeemable preference shares**

- (1) Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to

equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.

Further issue of share capital

- (2) (i) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to
- a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any existing holder of equity shares of the Company; or
 - b) employees under any scheme of employees' stock option; or
 - c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

Mode of further issue of shares

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

Lien

9 Company's lien on share

- (1) The Company shall have a first and paramount lien-
- a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
 - b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:

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

Lien to extend to dividends, etc.

- (2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

Waiver of lien in case of registration

- (3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

10 As to enforcing lien by sale

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 to the person entitled thereto by reason of his death or insolvency or otherwise.

11 **Validity of sale**

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

Purchaser to be registered holder

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

Validity of Company's receipt

- (3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

Purchaser not affected

- (4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.

12 **Application of proceeds of sale**

- (1) 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.

Payment of residual money

- (2) 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.

Outsider's lien not to affect Company's lien.

- (3) In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

Provisions as to lien to apply mutatis mutandis to debentures, etc.

- (4) The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.

Calls on shares

13 **Board may make calls**

- (1) 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.

Notice of Call

- (2) 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.

Board may extend time for payment

- (3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.

Revocation or postponement of call

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

14 Call to take effect from date of resolution

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

15 Liability of joint holders of shares

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

16 When interest on call or instalment payable

- (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.

Board may waive interest

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

17 Sums deemed to be calls

- (1) 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 Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

Effect of non-payment of sums

- (2) In case of non-payment of such sum, 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.

18 Payment in anticipation of calls may carry interest

- (1) 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 as may be fixed by the Board. Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) 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.

Instalments on shares to be duly paid

- (2) If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

Calls on shares of same class to be on uniform basis

- (3) All calls shall be made on a uniform basis on all shares falling under the same class.

Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

Partial payment not to preclude forfeiture

- (4) Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

Provisions as to calls to apply mutatis mutandis to debentures, etc

- (5) The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.

Transfer of Shares

19 Instrument of transfer to be executed by transferor and transferee

- (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee.
- (2) 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.

20 Board may refuse to register transfer

The Board may, subject to the right of appeal conferred by the Act decline to register:

- a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- b) any transfer of shares on which the Company has a lien.

21 Board may decline to recognise instrument of transfer

In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless:

- a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
- b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

- c) the instrument of transfer is in respect of only one class of shares.

22 Transfer of shares when suspended

- (1) On giving of previous notice of at least seven days or such lesser period in accordance with the Act 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:

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.

Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.

- (2) The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

Transmission of Shares

23 Title to shares on death of a member

- (1) 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.

Estate of deceased member liable

- (2) Nothing in clause (1) 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.

24 Transmission Clause

- (1) 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-
 - a) to be registered himself as holder of the share; or
 - b) to make such transfer of the share as the deceased or insolvent member could have made

Board's right unaffected

- (2) 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.

Indemnity to the Company

- (3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

25 Right to election of holder of share

- (1) 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.

Manner of testifying election

- (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

Limitations applicable to notice

- (3) 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.

26 Claimant to be entitled to same advantage

- (1) 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:

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.

Provisions as to transmission to apply mutatis mutandis to debentures, etc

- (2) The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.

Forfeiture of shares

27 If call or instalment not paid notice must be given

If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

28 Form of notice

The notice aforesaid shall-

- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

29 In default of payment of shares to be forfeited

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.

30 Receipt of part amount or grant of indulgence not to affect forfeiture

Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. 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.

31 **Entry of forfeiture in register of members**

- (1) When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

Effect of forfeiture

- (2) The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

Forfeited shares may be sold, etc.

- (3) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.

Cancellation of forfeiture

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

Members still liable to pay money owing at the time of forfeiture

- (5) 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, and shall 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.

Members still liable to pay money owing at time of forfeiture and interest

- (6) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

Cesser of liability

- (7) 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.

32 **Certificate of forfeiture**

- (1) 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.

Title of purchaser and transferee of forfeited shares

- (2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment 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.

Transferee to be registered as holder

- (3) The transferee shall thereupon be registered as the holder of the share; and

Transferee not affected

- (4) 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, re-allotment or disposal of the share.

Validity of sales

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

Cancellation of share certificate in respect of forfeited shares

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

Surrender of share certificates

- (7) The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.

Sums deemed to be calls

- (8) The provisions of these Articles as to forfeiture shall apply in the case of non-payment 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.

33 Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc.

The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

Alteration of Capital

34 Deleted

35 Power to alter share capital

Subject to the provisions of the Act, the Company may, by ordinary resolution:

- a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
- b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

- c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be by any person.

36 **Shares may be converted into stock**

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 Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

Right of stockholders

- 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 these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stockholder" respectively.

37 **Reduction of capital**

The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules.

- a) its share capital; and/or
- b) any capital redemption reserve account; and/ or
- c) any securities premium account; and/or
- d) any other reserve in the nature of share capital.

Capitalisation of Profits

38 **Capitalisation**

- (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve:
 - 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

- b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

Sum how applied

- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards:
 - a) Paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).
- (3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
- (4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

39 Powers of the Board for capitalisation

- (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
 - a) make all appropriations and applications of the amounts resolved to be capitalized thereby, and all allotments and issues of fully paid shares or other securities, if any; and
 - b) generally do all acts and things required to give effect thereto.

Board's power to issue fractional certificate / coupon etc.

- (2) The Board shall have power
 - a) to make such provisions, by the issue of fractional certificates/ coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and
 - 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 or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.

Agreement binding on members

- (3) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

40 Buy-back of shares

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

General Meetings

41 Extraordinary general meeting

All general meetings other than annual general meeting shall be called extraordinary general meeting.

42 Powers of Board to call extraordinary general meeting

The Board may, whenever it thinks fit, call an extraordinary general meeting.

Proceedings at general meetings

43 Presence of Quorum

- (1) 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.

Business confined to election of Chairperson whilst chair vacant

- (2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.

Quorum for general meeting

- (3) The quorum for a general meeting shall be as provided in the Act.

44 Chairperson of the meetings

The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.

45 Directors to elect a Chairperson

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.

46 Members to elect a Chairperson

- (1) 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, by poll or electronically, choose one of their members to be Chairperson of the meeting.

Casting vote of Chairperson at general meeting

- (2) On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

Minutes of proceedings of meetings and resolutions passed by postal ballot

- (3) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

Certain matters not to be included in Minutes

- (4) There shall not be included in the minutes any matter which, in the opinion of the Chairperson 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 interests of the Company.

Discretion of Chairperson in relation to Minutes

- (5) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.

Minutes to be evidence

- (6) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

Inspection of minutes books of general meeting

- (7) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
- a) be kept at the registered office of the Company; and
 - b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.

Members may obtain copy of minutes

- (8) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (7) above:

Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

Powers to arrange security at meetings

- (9) The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final and rights to attend and participate in meeting convened shall be subject to such decisions.

Adjournment of meeting

47 Chairman may adjourn the meeting:

- (1) The Chairperson may, suo motu, adjourn the meeting from time to time and from place to place.

Business at adjourned meeting

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

Notice of adjourned meeting

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

Notice of adjourned meeting not required

- (4) Save as aforesaid and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

48 Entitlement to vote on show of hands and on poll

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.

49 Voting through electronic means

A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

50 Vote of joint holders

- (1) 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.

Seniority of names

- (2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

51 How members non compos mentis and minor may vote

- (1) A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

Votes in respect of shares of deceased or insolvent members, etc

- (2) Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

52 Business may proceed pending poll

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

53 **Restriction on voting rights**

- (1) 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 or in regard to which the Company has exercised any right of lien.

Restriction on exercise of voting rights in other cases to be void

- (2) A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.

Equal rights of members

- (3) Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

54 Deleted

Proxy

55 **Member may vote in person or otherwise**

- (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.

Proxies when to be deposited

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

56 **Form of proxy**

An instrument appointing a proxy shall be in the form as prescribed in the Rules.

57 **Proxy to be valid notwithstanding death of the principal**

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.

Board of Directors

58 **Board of Directors**

- (1) Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and not more than such number as may be stipulated by the Act for the time being in force.

First Directors

(2) The First Directors of the Company are as follows:

- a. Shri Venkatachalam Subramaniam
- b. Shri Venkatesh Raghavendra Gulur
- c. Shri Dinesh Thapar

Directors not liable to retire by rotation

(3) The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.

An individual may be Chairperson and Managing Director/ Chief Executive Officer

(4) An individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.

59 Remuneration of directors

(1) The remuneration of the directors shall, if any, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

Remuneration to require members' consent

(2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary/ special resolution passed by the Company in general meeting.

Travelling and other expenses

(3) 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.

60 Deleted

61 Deleted

62 Execution of negotiable instruments

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.

63 Appointment of additional directors

(1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

Duration of office of additional director

- (2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

64

Appointment of alternate director

- (1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.

Duration of office of alternate director

- (2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India

Re- appointment provisions applicable to Original Director

- (3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

Appointment of director to fill a casual vacancy

- (4) 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.

Duration of office of Director appointed to fill casual vacancy

- (5) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

Proceedings of the Board

65

General powers of the Company vested in Board**Powers of Board**

- (1) The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

When meeting to be convened

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

Who may summon Board Meeting

- (3) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.

Quorum for Board Meeting

- (4) The quorum for a Board meeting shall be as provided in the Act.

Participation at Board Meeting

- (5) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

66 Questions at board meeting how decide

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

Casting vote at chairperson at Board Meeting

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

67 Directors not to act when numbers falls below the minimum

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.

68 Who to preside at meetings of the board

- (1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

Directors to elect a chairperson

- (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

69 Delegation of Powers

- (1) 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.

Committee to conform to Board Regulations

- (2) 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.

Participation at committee Meeting

- (3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

- 70 **Chairperson of Committee**
- (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.
- Who to preside at meeting of committee**
- (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
- 71 **Committee to meet**
- (1) A Committee may meet and adjourn as it thinks fit.
- Questions at committee meeting how decide**
- (2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.
- Casting vote of chairperson at committee meeting**
- (3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.
- 72 **Acts or Board or Committee valid notwithstanding defect of appointment**
- All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
- 73 **Passing of resolution by circulation**
- Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.
- Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer**
- 74 **Chief Executive Officer etc.**
- (i) Subject to the provisions of the Act:
- A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses
- Director may be chief executive officer**
- (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- 75 Deleted

The Seal

76 The seal, its custody and use affixation of seal

- (1) The Board shall provide for the safe custody of the seal.
- (2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

Dividends and Reserve

77 **Company in general meeting may declare dividend**

The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.

78 **Interim dividends**

Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think.

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

- (1) 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 applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

Carry forward of profits

- (2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

80 **Division of profits**

- (1) 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.

Payment in advance

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

Dividend to be apportioned

- (3) 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.

81 **No member to receive dividend whilst indebted to the company and Company's right to reimbursement therefrom**

- (1) 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.

Retention of dividends

- (2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

82 **Dividend how remitted**

- (1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or 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.

Instrument of payment

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

Discharge of Company

- (3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

83 **Receipt of one holder sufficient**

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.

84 **No interest on dividends**

No dividend shall bear interest against the Company.

85 **Waiver of dividends**

The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

Accounts

86 **Inspection by Directors**

- (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.

Restriction on inspection by members

- (2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.

Winding Up

87 Winding up of the Company

Subject to the applicable provisions of the Act and the Rules made thereunder-

- (1) 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.
- (2) 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.
- (3) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability

Indemnity

88 Directors and officers right to indemnity

- (1) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.
- (2) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

Insurance

- (3) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

Others

89 General Power

- (1) Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as

have been permitted by the Act, without there being any specific Article in that behalf herein provided.

Joint Holders

- (2) (i) Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

Liability of Joint-holders

- (ii) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.

Death of one or more joint-holders

- (iii) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and 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.

Receipt of one sufficient

- (iv) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

Delivery of certificate and giving of notice to first named holder

- (v) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

Vote of joint-holders

- (vi) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.

Executors or administrators as joint holders

- (ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc

- (vii) The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.

Registers

Statutory register

- (3) The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

Foreign register

- (4) (i) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register
- (ii) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.

Subscriber Details					
S. NO	Name, Address, Description and Occupation	DIN/PAN/ Passport Number	Place	DSC	Dated
1	Reliance Retail Ventures Limited Address: 4th Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai 400002 CIN: U51909MH2006PLC166166 Represented by Shri Dinesh Thapar Authorised vide Board Resolution dated 30/07/2020 S/o. Raj Kumar Thapar Address: Flat No. 2605, C Wing, Oberoi Woods Mohan Gokhale Road, Goregaon (East) Mumbai 400063 Occupation: Business	ABPPT6011L	Mumbai	-sd-	30/11/2021
2	Hetal Jignesh Rathod Nominee of Reliance Retail Ventures Limited D/o. P N Mehta Address: 904-905, Building No.1A, N.G Suncity Phase II, Thakur Village, Kandivali (East) Mumbai 400 101 Occupation: Service	00010711	Mumbai	-sd-	30/11/2021
3	Sridhar Kothandaraman Nominee of Reliance Retail Ventures Limited S/o. Kothandaraman Address: B-2101, Bhumi Raj Hermitage, Palm Beach Road, Sector-18, Sanpada, Thane Navi Mumbai 400 705 Occupation: Service	00012765	Navi Mumbai	-sd-	30/11/2021
4	Rohit C. Shah Nominee of Reliance Retail Ventures Limited S/o. Chhannalal Shah Address: B- 901,902, Shankar Park, Shankar Lane, Opp. Suman Apartment Kandivali (West), Mumbai 400 067 Occupation: Service	00006087	Mumbai	-sd-	30/11/2021
5	Rajendra Madhav Kamath Nominee of Reliance Retail Ventures Limited S/o. Madhav Padmanabh Kamath Address: 25/680 A and B, 6 Floor Rajat CHS, Nehru Nagar, Kurla East Mumbai 400 024 Occupation: Service	01115052	Mumbai	-sd-	30/11/2021
6	Ashwin Khasgiwala Nominee of Reliance Retail Ventures Limited S/o Ahamendra Khasgiwala Address: 1303 Rishabh Tower, Senapati Bapat Marg, Elphinstone West, Prabhadevi, Mumbai 400 025 Occupation: Service	00006481	Mumbai	-sd-	30/11/2021
7	Venkatachalam Subramaniam Nominee of Reliance Retail Ventures Limited S/o. Subramaniam Venkatachalam Address: Aabharan, Plot No 95, Sector No 21, Near Central Park, Kharghar Raigarh 410 210 Occupation: Service	00009621	Kharghar	-sd-	30/11/2021

Signed Before Me						
Name		Address, Description and Occupation	DIN/PAN/Passport Number/Membership Number	Place	DSC	Dated
ACS	Keyur Hasmukh Mirani	S/o. Hasmukh Mirani, Address: 410, Bhaveshwar Arcade Annexe, Opp. Shreyas Cinema, LBS Marg, Ghatkopar (West), Mumbai-400086 Occupation: Professional	26354	Mumbai	-sd-	30/11/2021