

**MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF
SUNGOLD CAPITAL LIMITED**



FORM I. R.

CERTIFICATE OF INCORPORATION

No. 04-18956 of 1992-93

I here by certify that **M-TOUCH FINANCE LIMITED** is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at **AHMEDABAD** this **TENTH** day of **FEBRUARY**, One Thousand Nine Hundred and **NINETY THREE**.



Sd/-
[S. K. RAVI]
Registrar of Companies
GUJARAT
Dadra & Nagar Haveli



Co. No. 04-18956

CERTIFICATE FOR COMMENCEMENT OF BUSINESS
Pursuant to Section 149(3) of The Companies Act, 1956

I hereby certify that the **M-TOUCH FINANCE LIMITED** which was incorporated under the Companies Act, 1956, on the TENTH day OF FEBRUARY, 1993 and which has this day filed a duly verified declaration in this prescribed form that the conditions of Section 149(1)(a) to (d)/149(2)(a) to (c) of the said Act, have been complied with, is entitled to commence business.

Given under my hand at AHMEDABAD this SEVENTEENTH day of FEBRUARY One Thousand Nine Hundred NINETY THREE.



Sd/-
[S. K. RAVI]
Registrar of Companies
GUJARAT,
Dadra & Nagar Haveli

C o. N o. 04 - 18956

Fresh certificate of Incorporation Consequent on

C H A N G E O F N A M E

**In the OFFICE OF
THE REGISTRAR OF COMPANIES
GUJARAT,
DADRA AND NAGAR HAVELI.**
[Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF

H-TOUCH FINANCE LIMITED

I hereby certify that

H-TOUCH FINANCE LIMITED

*which was originally incorporated on 10/02/1995
under the Companies Act, 1956 and under the name*

H-TOUCH FINANCE LIMITED

*having duly passed the necessary resolution in terms of
Section 21/31/44 of the Companies Act, 1956, on 05/08/1997
and the approval of the Central Government signifies in writing
having been accorded thereto by the Registrar of Companies,
Gujarat, vide his letter dated 05/09/1997 in terms of
Government of India, Ministry of Law, Justice, & Company Affairs,
(Department of Company Affairs) Notification No. GSR 507(E)
dated 24-06-1985 the name of the said Company is this day changed to*

SUNGOLD CAPITAL LIMITED

*and this certificate is issued pursuant to section 25(1)
of the said Act.*

Given under my hand at AHMEDABAD.

Dated this 03/09/1997



[Signature]
(U. C. NAHTA)
REGISTRAR OF COMPANIES, GUJARAT
DADRA & NAGAR HAVELI.

THE COMPANIES ACT, 2013
[COMPANY LIMITED BY SHARES]
MEMORANDUM OF ASSOCIATION
OF
SUNGOLD CAPITAL LIMITED

- I. The name of the company is SUNGOLD CAPITAL LIMITED.
- II. The Registered office of the Company will be situated in the State of Gujarat.
- III. The objects for which the Company is established are :

[A] MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE :

- 1. To carry on the Business of a finance company and to finance industrial enterprise and others and subject to the provisions of law receive and give short/long term loans with or without security and interest.
- 2. To advance, deposit or lend money with or without securities, to such persons, company, body corporate, firm or association and on such terms as may be expedient and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable on transferable securities or documents and to carry on and undertake the business of finance and to finance lease operations of all kinds, purchasing, selling, hiring or letting on hire all kinds of plant and machinery and equipment that the company may think fit and to assist in financing of all and every kind of description of hire purchase or deferred payment or similar transactions and to subsidies. Finance or assist in subsidizing or financing the sale and maintenance of any goods, articles, or commodities of all and every kind of description upon any terms whatever and purchase all forms of movable property including plant and machinery equipment ships, aircraft, automobiles, computers and all consumer otherwise finance them in any manner whatsoever including resale thereof regardless of whether the property purchased and leased be new and/or used.
- 3. To carry on the business of manufacturers, importers, exporters, assemblers or repairers of and dealers in or distributors or marketing agents of computers, computer peripherals, software and hardware, computer parts, data transmission circuits, audio, video tubes, tape recorders, record changers, professional and defense electronics, radio receivers, television receivers, television picture tubes, measuring instruments, inspection instruments, digital and analytical instruments, electronic, environmental pollution measuring instruments, photocopying machines and office equipments, electronic desk calculators, oscilloscopes and electronic equipments, electro devices, audio record/play back systems, closed circuit TV, aerospace, geosciences electronics, broadcasting electronics and for that purpose, foregoing but without limiting the generality, material, accessories, components and spare parts thereof.

- 3a. "To carry on and engage in the business of development, consultation and support services in computer software, hardware, information technology, electronic commerce, software technology park, electronic hardware technology park, Satellite Connectivity, Internet system, telecommunication and networking system, Security system and to establish, promote, assist, manage, dealings and trading for marketplace, providing specialized, advanced, electronic, automated, facilities for trading, clearing, settlement, risk management in all types of direct and derived commodities, securities, financial instruments, merchandise and services, goods and all other contracts and instruments including financial instruments and to ensure a transparent and fair trading mechanism with access to market participants including manufacturers, distributors, dealers, agents, traders, exporters, importers, consumers, clients, investors in or outside India on its own or using contractors or facilitate all these services and all other logistics or any other services, goods, or anything else that may be required to provide a market place in or outside India."
- 3b. "To carry on the trade or business of providing computer and electronic data processing and recording related services including data entry/ conversion, data centre services, on block time or shared time, self service or operator assisted basis, technical and management."
4. To carry on the business of advertising agency and media managers, serial and cinema producers and for that purpose dealing in visualizing, crafting, designing, producing, video and audio recording, releasing, surveying, studying ,announcing, canvassing, product advertising, promoting service industry, purchasing and selling of advertising time or space, on any media including newspapers , T.V., Theatres, exhibitions, in India and abroad, or any other kind of media currently in vogue at any time, video consultancy, space booking, video conferencing, creative support, contracting and other activities related to advertising industry, internet, e-commerce and video industry and to carry on the business as producers, manufacturers, distributors, traders, agents, processors, financiers of films, serials, video related products such as tapes, sell, hire, lease, sponsor, trade or otherwise deal in commercial programming, broadcasting, through satellite network channels, cable and other media equipments and to carry on the business of event management and to act as event managers, channels providers and owners of channels, media and radio stations.
5. Subject to the permissions from Government of India or any governing authority, to print and Publish Newspapers, Magazines, whether daily, weekly, fortnightly, monthly or any other duration, in English, Hindi or any other language and for that purpose to carry on the business of Printers, Publishers, Distributors etc.
6. To carry on the business of manufacturers, processors, importers, exporters, dealers, sellers, buyers, consignors, consignees, agents, stockiest, suppliers, manufacturers on lease and license or Job work basis of cosmetics, Pharmaceuticals, Medicines, generic and preparations, surgical items and instruments, diagnostic machines and equipments and other allied items used in the medicine and Pharmaceutical industry.
7. To act as advisers, agents, dealers and/or managers of insurance products including life insurance and general insurance products, annuities and pensions and for that purpose

act as agent, dealers, corporate agents or corporate managers of any company or firm of entity engaged in the business of Insurance including life insurance.

[B] THE OBJECTS INCIDENT OR ANCILLARY TO THE ATTAINMENT OF MAIN OBJECTS ARE:

1. To exercise and enforce all rights and powers conferred by or incidental to the ownership of any such shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers to vote or control s may be conferred by the virtue of the holding by the company of some special proportion of the issued or normal amount thereof and to provide managerial and other executive, supervisory and consultant services for or in relation to any company on such terms as may be thought fit.
2. To amalgamate, enter into partnership or into any arrangements for sharing profits or losses, union of interest, co-operation, joint ventures or reciprocal concessions with any person or company carrying on or engaged in or about to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company and to give or accept by way of consideration for any of the acts or things aforesaid or properties acquired, any shares, debentures, debenture- stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
3. To negotiate, enter into agreements and contracts or collaborate with foreign companies, firms and individuals for getting or supplying and procuring technical assistance, know how in the marketing, importing and exporting of any of the products.
4. To undertake and execute any trust or discretion the undertaking whereof may seem desirable and the distribution amongst the beneficiaries, pensioners or other persons entitled to thereof, any income, capital, annuity or other sums of moneys or other properties whether periodically or otherwise and whether in money or in specie in furtherance of any trust, discretion or other obligation or permission.
5. To lend money to any guarantee the performance of the obligation of and the payment of interest on any stocks, shares and securities of any company, firm or person in any case in which such loan or guarantee may be considered likely directly or indirectly to further the objects of this company and generally to give any guarantee whatsoever which may be deemed likely, directly or indirectly, to bank to benefit the company or its members.
6. To hold, administer, sell, realize, invest, dispose off the moneys and properties, both real and personal and to carry on, sell, realize, dispose off and deal with any estate of which the company is executor or administrator or in any trust of which the company is the Trustee or of which the Company is administrator or in any trust of which the company is trustee or administrator, receiver, liquidator or agent.

7. To apply for tender, purchase or acquire any contracts, sub-contracts, licenses and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake, execute, carry out, dispose off or otherwise turn to account the same.
8. To dedicate, present or dispose off either voluntarily or for value any property of the Company deemed to be of national, public or local interest to any national trust, public body, museum, corporation or authority or any trustees for or on behalf of the same or on behalf of the public.
9. To promote co-operation, hold conferences, organize and participate in meetings, maintain bureau, carry on correspondence, arrange discussions, symposiums and debates, prepare statements, reports and articles relating to any and all matters of interest to the Company.
10. To acquire by purchase, lease, assignment, lands, tenements, buildings, basements, rights and advantages of any kind whatsoever and to resell, mortgage and let on lease the same.
11. Subject to the provisions of the Companies Act, 1956 to distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property in the event of winding up of the Company.
12. To make donations to such person or institutions either of cash or any other assets as may be thought directly or indirectly conducive to any of Company's objects or otherwise and in particular to remunerate any person or corporation introducing business to this Company and also to subscribe, contribute or otherwise assist or guarantee money for charitable, scientific, religious or benevolent, national, public, cultural, educational or other institutions or objects or for any exhibitions for any public, general or other objects.
13. To refer any claims, demands, disputes or any other questions by or against the Company or in which the Company is interested or concerned and whether between the company and the member or members or his or their representatives or between the company and the member or members or his or their representatives or between the Company and third parties to arbitration in India or any places outside India and to observe and perform awards made thereon and to do all acts, deeds, matters and things to carry out or enforce the awards, in accordance with the provisions of Indian Arbitration Act.
14. To pay all preliminary expenses of any company promoted by the company or any company in which the company is or may contemplate being interested and preliminary expenses may include all or any part of the costs and expenses of owners of any business or property acquired by the Company.
15. To pay, out of the funds of the Company, all expenses which the Company may lawfully pay with respect to the promotion, formation and registration of the Company or the issue of capital including brokerage and commission for obtaining applications for taking, placing or underwriting of shares, debentures, debenture- stocks or other securities of the Company.
16. To pay for any rights or properties acquired by the Company and to pay or to remunerate any person or company for services rendered or to be rendered in placing or assisting to

place or guaranteeing the placing of shares in company's capital or any debentures, debenture- stocks or other securities of the company or in or about the formation or promotion of the company or the acquisition of properties by the Company for the purpose of the company whether by cash payment or by the allotment of shares, debentures, debentures-stocks or other securities of the Company credited as paid –up in full or in part or otherwise as the case may be.

17. To open current or fix accounts with any bank, bankers, shroff or merchants and to pay into and draw money from such accounts and to draw, make, endorse, discount and execute all types of negotiable instruments.
18. To purchase, take on lease or exchange, hire or otherwise acquire and dispose off any immovable or movable properties, real or personal of all kinds and of any rights or privileges which the Company may think necessary or convenient for the purpose of its business and either to retain the properties so acquired for the purpose of the Company's business or to turn the same to account as may seem expedient.
19. To accept as consideration for or in lieu of the whole or any part of the Company's properties either land or cash or government security or securities guaranteed by Government or shares in joint stock companies or partly the one and partly the other and such other properties or securities as may be determined by the company and to take back or acquire the properties or securities so disposed off by repurchasing or taking lease the same at such price or prices and on such terms and conditions as may be agreed upon by the Company.
20. To let on lease or license or on hire purchase or to lend any properties belonging to the company and to finance for the purpose of any article or articles whether made by the company or not, by way of loans or by hire purchase system.
21. To sell, purchase, mortgage, grants, easements and other rights over and in any other manner deal with the undertakings, properties , assets both movable and immovable rights, effects of the Company or any part thereof and any other property whether real or personal for such consideration as the company may think fit and in particular for shares, debentures, debenture stocks, securities of any other company whether or not having objects altogether or in part similar to those of the Company and to make advances upon the security of land/or buildings and/or other properties movable and/or any interest therein.
22. To vest any movable or immovable properties, rights or interest acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company and with or without any declared trust in favor of the company.
23. To adopt such means of making known the business/activities of the company as may seem expedient and in particular by advertising in the press, by circulars, by periodicals and by granting prizes, rewards and donations.
24. To raise or borrow money from time to time for any of the purposes and objects of the company by receiving advances of any sum or sums with or without security upon such

terms as the Directors may deem expedient and in particular by taking deposits from or open current accounts with any individual or firms including the agents of the company, whether either or without giving the security or by mortgaging or selling or receiving advances on the sale of any lands, buildings, machineries, goods or other properties of the company or by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the company's properties (both present and future) including its uncalled capital or by such other means as Directors may in their absolute discretion deem expedient.

25. Subject to Section 58-A of the Companies Act, 1956 and rules made there under and directions issued by Reserve Bank of India, to borrow, raise or secure the payment of money to or receive money and deposit as time deposit or otherwise at interest for money for any purpose of the company and at such time or times and in such manner as may be thought fit and in particular by the creation and issue of the debentures or debenture stock, bonds, shares credited as fully or partly paid up, obligations, mortgages, charges and securities of all kind, either perpetual or otherwise, either redeemable annuities in as and by way of securities for any such moneys so borrowed, raised or received or of any such debentures or debenture stock, bonds, obligations, mortgages, charges and securities of all kinds, either so issued to mortgage, pledge or charge the undertaking or whole or any part of the properties, rights, assets or revenue and profit of the company, present or future, including its uncalled capital or otherwise howsoever by trust, special assignment or otherwise or to transfer or convey the same absolutely or in trust and give the lenders powers as may seem expedient and to purchase, redeem or pay off any such securities. The company shall not carry on business of Banking as defined by the Banking Regulations Act, 1949
26. To invest the surplus funds of the company from time to time in Government securities or in other securities as may from time to time be determined by the Directors and from time to time to sell or vary all such investment and to execute all assignments, transfers, receipts, and documents that may be necessary in that behalf.
27. To provide for the welfare of the employees or ex-employees of the company and wives, widows and families or their dependents of such persons by grant to money, pension, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, trusts and by providing or subscribing towards medical or other attendance and other assistance as the company shall think fit and to subscribe to or to contribute or otherwise assist to charitable, benevolent, national and/or other institutions or objects.
28. To procure the incorporation, registration or other recognition of the company in any country, state or place and to establish and regulate agencies for the purpose of the Company's business and to apply or join in applying to any parliament, Local Government, municipal or other authority or body, Indian, British Colonial or Foreign for any acts or parliaments, law, Decrees, Concessions, Orders, rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any proceedings or application which may seem calculated directly to prejudice the company's interests.

[C] OTHER OBJECTS:

1. To acquire, lease or lend sophisticated office machineries such as computers, tabulators, and equipment, addressing machines and other office equipments and leasing or lending such equipments for providing services of these machines to various clients.
2. To aid financially for purchase or for carrying on the business of properties and holders of motor or other vehicles including taxi, caterers for public amusement, hairdressers, perfumers, chemists, proprietors of clubs, baths, dressing rooms, laundries, reading, writing, newspapers and smoking rooms, libraries, places of amusements, recreation, railway, shipping and airplane companies and carries theatrical and opera box office insurance agents.
3. To carry on the business of exporters and importers, function as export house and deal in all varieties of commodities and for this purpose to also engage in ancillary services such as shipping, forwarding, road transport, inland transport.
4. To act as managers to public issue of other companies, to act as investment advisers, financial advisers, to individual or company or advise on portfolio management to corporations, companies or individuals.
5. To receive moneys, securities and valuables of all kinds for deposit or for the safe custody and generally to carry on the business of a safe deposit company.
6. To act as agents and brokers for sellers, buyers, exporters, importers, manufacturers, merchants, tradesman, insurers and others and generally to undertake and carry out agency work and commission business.
7. To carry on business as business consultants, market research consultants, business transfer agents, valuers and estate agents and to act as intermediaries in the introduction of seller, purchasers and employees.
8. To carry on business as assessors, appraisers. Surveyors, actuaries, valuers and brokers in respect of all classes of property.
9. To carry on the business as house, land and estate agents and to arrange or undertake the sale, purchase of, advertising for sale or purchase, assist in selling or purchasing and find or introduce purchase or vendors of and to manage land, buildings and other property, whether belonging to the Company, or not and trade or business purpose or other private or public purposes and to collect rents and income and to supply clubs, public halls, messengers, lights, waiting rooms, reading rooms, conference rooms, meeting rooms, laboratories, laundry conveniences, electric convenience, garages and other advantages.
10. To carry on the business of undertaking and setting up projects on turnkey basis.
11. To underwrite with a view to promoting investment in industries, issue of shares, debentures, stock, bonds or securities, by any company, body corporate, society or concern engaged in or proposing to be engaged in any industry and to retain as a part of its assets any stock, shares, bonds, stock, debentures or securities which may have to take up in fulfillment of its underwriting obligations.

12. To carry on and undertake any business, undertaking, transaction or operation commonly carried on or undertaken by capitalists, promoters, concessioners or contractors.
13. To carry on leasing business, hire purchase business, in any and all of its branches in respect of movable and immovable property, including plant and machinery, land and buildings, appliances, equipments, furniture and fixtures, computers and business machines, electronics, electrical and mechanical instruments, vehicles of all kinds agricultural machinery, aero planes, launches, boats mechanical or otherwise, sewing machines, musical instruments, household equipments, refrigeration and air- conditioning plant, equipments and commercial, industrial and the trading assets as the Company may deem fit.
14. To carry on and transact every kind of guarantee and counter guarantee business and to guarantee the payment of money secured by or payable under or in respect of bonds, debenture-stock or contract, mortgages, charges, obligations and other securities of any company or any authority supreme, municipal, local or otherwise or any persons whomsoever whether incorporated or not.
15. To act as agents for the investments, loan, payment, transmission and collection of money and for the purchase, sale, improvement, development and management of property including business concerns and undertakings.
16. To act as trustee, professional trustee, debenture trustee and to accept the confidence on trust with or without remuneration, compensation or profits.
17. To take part in the formation, supervision or control of the business or operations of any company or undertaking and for that purpose to act as an issue House, Register and Share Transfer Agents, Executors and Trustees, Financial Advisers or Financial Consultants and to appoint and remunerate any Directors, Administrations or Accountants or other experts or agents and to provide specialized services in investor Relations, relating to the above objects.
18. To carry on the business as an Investment Company and to underwrite, sub- underwrite, to invest in and acquired by gift or otherwise and hold sell, buy or otherwise deal in shares, debentures, debenture-stock, bonds, units, obligations and securities issued or guaranteed by India or Foreign Governments, States, Dominions, Sovereigns, Municipalities or public Authorities or bodies and shares, stocks, debentures, debenture-stock, bonds, obligations and securities issued and guaranteed by any company, Corporation, Firm or person whether incorporated or established in India or elsewhere.
19. To provide Consultancy Services in the fields of FINANCE, including Project Finance, Team Finance from Institutions/Banks, Working Capital Finance from Banks, Consortium arrangements for huge Finance by several Banks, Lease Finance, Incorporate Deposits and Public Deposits, availment of Government Subsidies, Sales Tax Benefits and other backward area concessions.

20. To provide Consultancy Services in the fields of INVESTMENTS, including Investments in the Shares/Debentures of listed Companies as well as New Companies, Portfolio Management, Investment in Government Securities/Schemes, Investment in the Industrial and trading ventures such as buying of Sick Units, Investment by Non-Resident Indians, Compliance of FERA/RBI Regulations.
 21. To provide Consultancy Services in the fields of MANAGEMENT including, MIS Planning Personal Selection, Merchant Banking Division Services such as Management of Public Issues, Management of Fixed Deposit Schemes, Advisors to the Issue, Corporate Management Planning, Management of Secretarial and Company Law Affairs of the client Companies.
 22. To provide consultancy services in the fields of COMPUTER, including software development, data processing services, Training and implementation of software packages, marketing of software and computer systems.
- IV. The liability of the member is limited
- V. The Authorised Share Capital of the Company in Rs, 20,00,00,000 (Rupees Twenty Crores only) divided in 2,00,00,000 (Two Crore) Equity Shares of Rs. 10/- (Rs. Ten only) each.

We, the several persons whose names and addresses are subscribed hereto, 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 opposite our respective names.

Names, addresses, descriptions, occupation and signature of subscribers	Number of Equity Shares taken by each subscriber	Signature, name, address, description and occupation of the witness
<p>Ashok G. Modi S/o Govindlal Modi A/10, terrace Appartment, Navrangpura, Ahmedabad – 380 009</p> <p>Business Sd/-</p>	<p>100 (One Hundred)</p>	<p>Common Witness To All</p> <p>Ramniklal M. Shah S/o Manilal Shah 206, Nirman House, Nr. Sardar Patel Rly. Crossing, Usmanpura, Ahmedabad – 380 013</p> <p>Business Sd/-</p>
<p>Sharad M. Gandhi S/o Mahendrakant Gandhi Timba Street, Rajpipla</p> <p>Business Sd/-</p>	<p>100 (One Hundred)</p>	
<p>Hansa M. Gandhi W/o Mukeshchandra Gandhi Timba Street, Rajpipla- 393 145</p> <p>Household Sd/-</p>	<p>100 (One Hundred)</p>	

Names, addresses, descriptions, occupation and signature of subscribers	Number of Equity Shares taken by each subscriber	Signature, name, address, description and occupation of the witness
<p>Janak S. Kotia S/o Shashikant Kotia 11, Khushnoma Co-op. Society, Race Course Circle, Vadodara – 390 007</p> <p>Business Sd/-</p>	100 (One Hundred)	<p>Common Witness To All</p> <p>Ramniklal M. Shah S/o Manilal Shah 206, Nirman House, Nr. Sardar Patel Rly. Crossing, Usmanpura, Ahmedabad – 380 013</p> <p>Business Sd/-</p>
<p>Rameshchandra M. Kotia S/o Manilal Ktia 2-B, State Bank Staff Society, Naranpura, Ahmedabad – 380 013</p> <p>Retired Sd/-</p>	100 (One Hundred)	
<p>Devyani R. Kotia W/o Rameshchandra Kotia 2-B, State Bank Staff Society, Naranpura, Ahmedabad – 380 013</p> <p>Household Sd/-</p>	100 (One Hundred)	
<p>Paresh R. Shah S/o Ramniklal Shah 4, Jeevan Vikas Society, Naranpura, Ahmedabad – 380 013</p> <p>Chartered Accountant Sd/-</p>	100 (One Hundred)	
Total	700 (Seven Hundred)	

Place : **Ahmedabad**

Dated this **22nd** day of **January, 1993**

1067/12
No. 24
Compos. 24
Copies Charges
Total Rs. 75.00

4/5/12
"Corrected"

Section Officers
Decree Department
Dt. 4/5/2012

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

(ORIGINAL JURISDICTION)

COMPANY PETITION NO. 147 OF 2011

CONNECTED WITH

COMPANY APPLICATION NO. 377 OF 2011

Copy applied on 27/3/12
Copy ready on 4/5/12
Copy Delievered on
Sent by
Regd. by Posts Notified - 4/5/12

In the matter under section 391 & 394 of
the Companies Act, 1956;

And

In the matter of Sungold Capital Limited, a
Company having its registered office at
205, Jeet Complex, Near Jain Temple, C.G.
Road, Navrangpura, Ahmedabad;

And .

In the matter of Scheme of Amalgamation
of Sungold Capital Limited with Magic
Touch Infotech Limited;

And

In the matter of ...

SUNGOLD CAPITAL LIMITED,

A company registered under the Provision of
the Companies Act, 1956, having its
registered office at 205, Jeet Complex, Near
Jain Temple, C. G. Road, Navrangpura,
Ahmedabad.

... PETITIONER

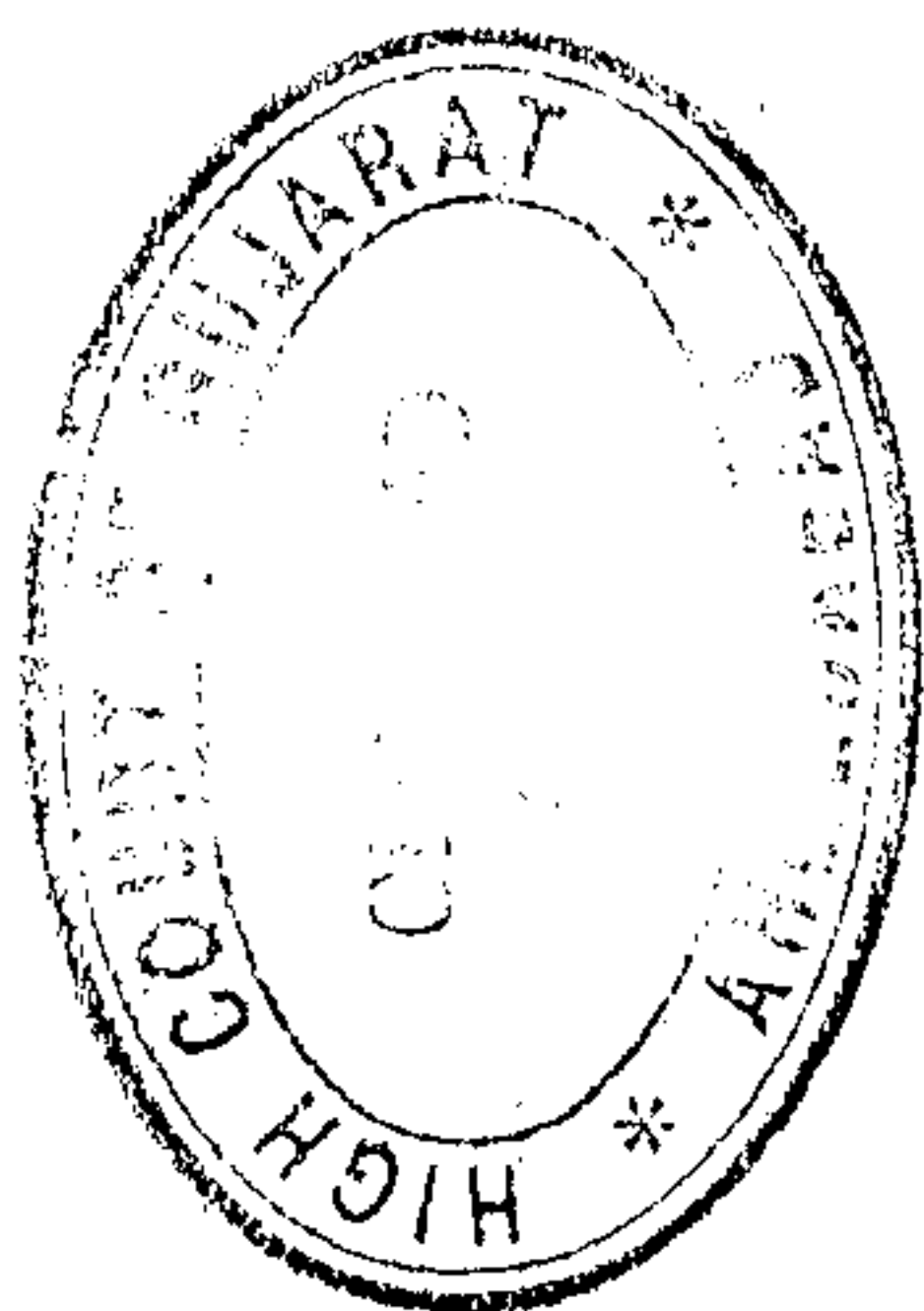
BEFORE HONOURABLE MR. JUSTICE R. M. CHHAYA

DATE : 20th March, 2012

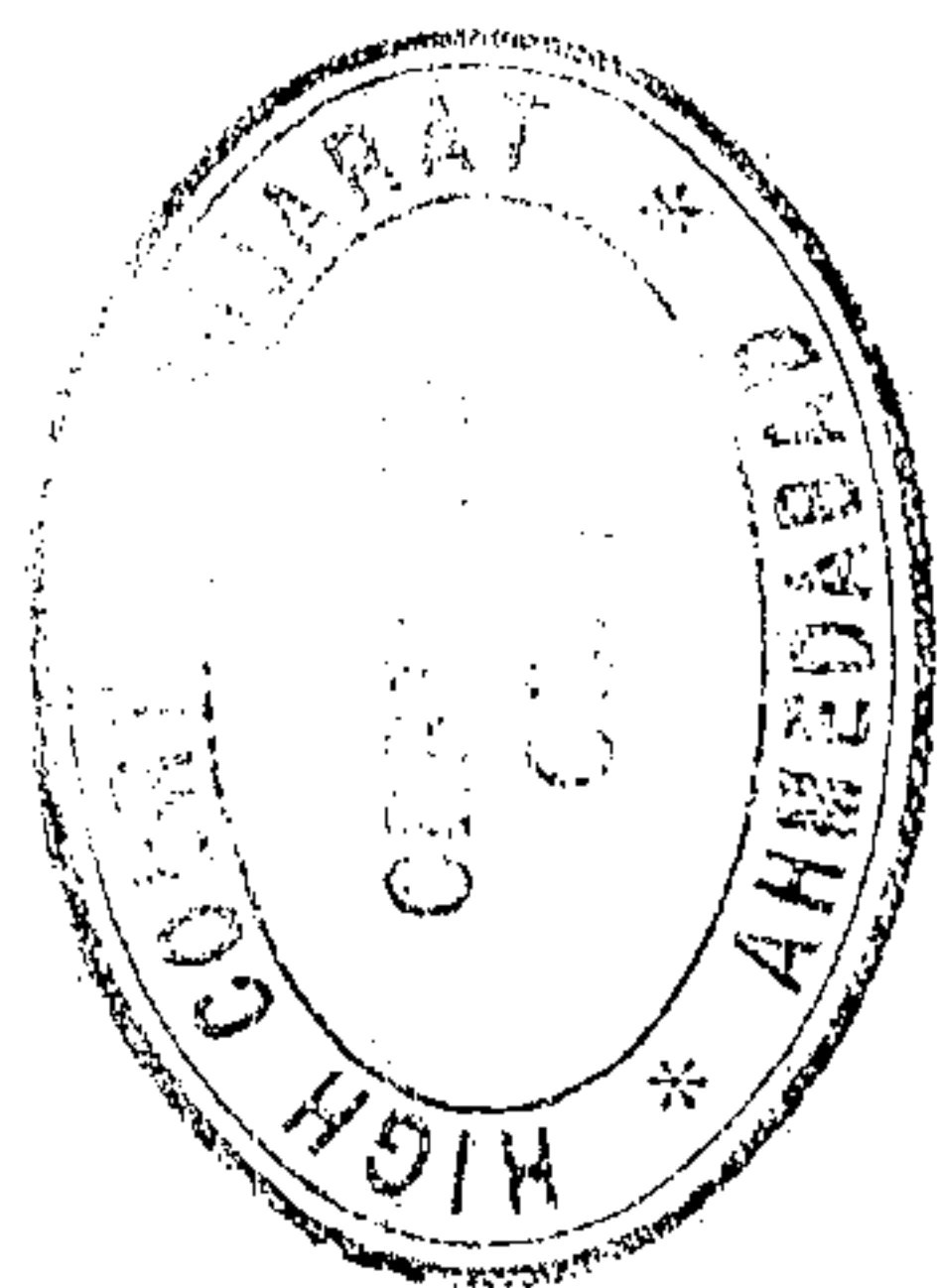
ORDER ON PETITION

The above Petition coming on for hearing on 20th March 2012,
upon reading the said petition, the order dated 21st day of July 2011

in the Company Application No. 377 of 2011

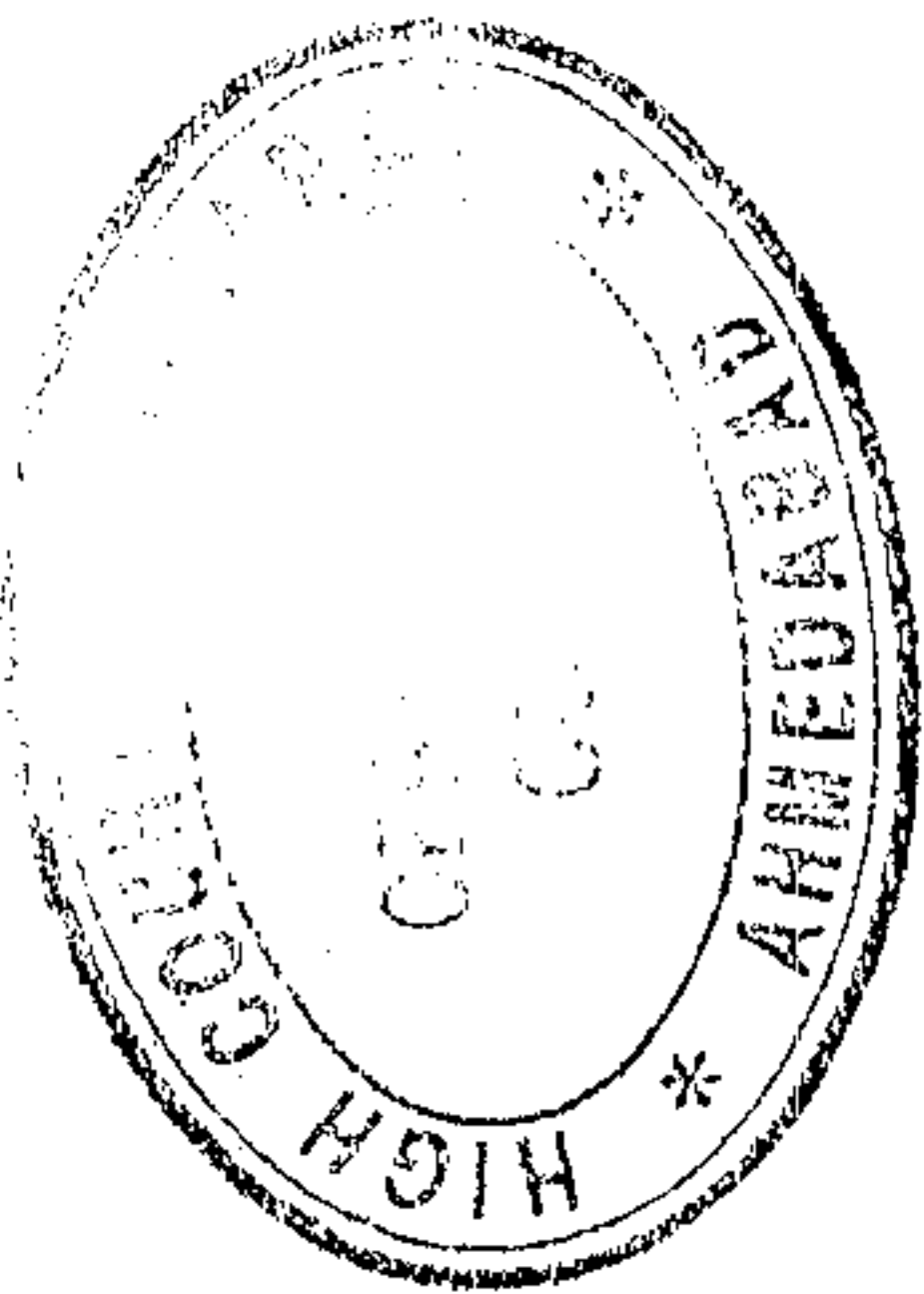


the Equity Shareholder of the Petitioner Company for the purpose of considering, and if thought fit, approving, with or without modification the compromise or arrangement proposed to be made between the said Company and its members by the scheme of Amalgamation of **Magic Touch Infotech Limited with the Petitioner Company** and as there are no Secured and Unsecured Creditors, there is no requirement for convening the meeting of the said class. **AND UPON READING** the Affidavit of Shri Rajiv Rameshchandra Kotia, Chairman of the Meeting, dated 1st day of December, 2011; the publication and dispatch of notices convening the said meetings in English daily "Indian Express" Ahmedabad Edition dated the 12th day of August, 2011 and Gujarati daily "Sandesh" Vadodara Edition, dated the 12th day of August, 2011 containing the advertisement of the said notice convening the said meeting directed to be held by the said order dated 21st day of July, 2011, the Report of the Chairman of the said meetings dated 14th day of September 2011 along with the affidavit in support of the report as to the result of the said meeting it appears that the proposed Scheme of Amalgamation has been approved by the requisite majority of the Equity Shareholders of the Petitioner Company present at the meeting in person or through proxy **AND UPON READING** the Affidavit verifying the Petition of Shri Rajiv Rameshchandra Kotia, Managing Director of the Petitioner Company, dated the 15th day of September, 2011, **AND UPON READING** the Order dated the 1st day of December 2011 Admitting the Petition,



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and the Affidavit dated the 31st day of December 2011 of Shri Rajiv Rameshchandra Kotia the Managing Director of the Petitioner Company, showing publication of the notice of hearing of this Petition in "Indian Express" the English daily, Ahmedabad Edition, dated the 27th day of December, 2011 and "Sandesh," the Gujarati daily, Vadodara Edition, dated the 27th day of December, 2011 **AND UPON READING** the Affidavit dated the 7th day of February, 2012 of Mr. Kashmir Lal Bhagwan Dass Kamboj, Regional Director (In-charge), North-Western Region, Ministry of Corporate Affairs **AND UPON READING** the Affidavit dated 6th day of March 2012 of Shri Rajiv Rameshchandra Kotia, Managing Director of the Petitioner Company **AND UPON HEARING** Mr. Pratik Y Jasani, Advocate for the petitioner Company **AND UPON HEARING** Mr. Y. V. Vaghela, Central Government Standing Counsel appearing for the Central Government and no other person or persons entitled to appear at the hearing of the Petition appearing this day to show cause against the same.



This Court doth hereby sanction the compromise or arrangement in set forth in **Annexure – "D"** of the petition herein and in the Schedule hereto and doth hereby declare the same to be binding on the Shareholders and Creditors of the abovenamed company and also on the abovenamed company;

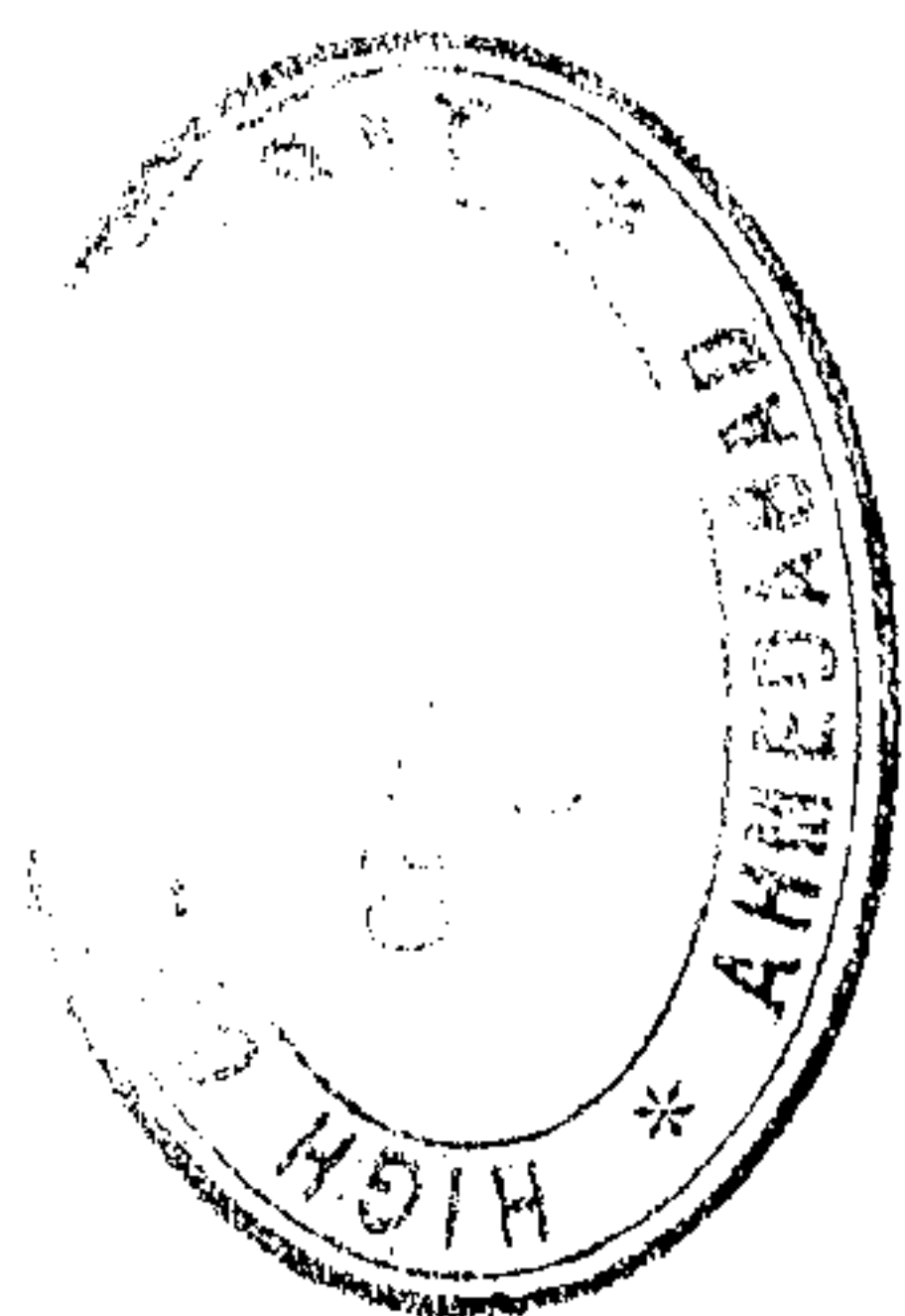
And this Court doth further order that parties to the compromise or arrangement or other persons interested shall be at liberty to apply to this Court for any direction that may be necessary in regard to the working of the compromise or arrangement.

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That the said company do file with the Registrar of the Companies a certified copy of this order within 30 days from the receipt of the same, and

And this Court doth further order that the Transferee Company is directed to preserve its papers and records for period of eight years from the date of sanction of the proposed scheme of amalgamation and not disposed of the same without prior permission of the Central Government under Section 396 of the Companies Act, 1956.

This Court doth further order that payment of Rs.7,500/- in aggregate as the cost of this petition awardable to Mr. Y. V. Vaghela, Central Government Standing Counsel appearing for the Central Government.



SCHEDULE

Scheme of Amalgamation as Sanctioned by the Court.

Dated this 20th day of March 2012

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~~3 ANNEXURE~~ 5

SCHEME OF ARRANGEMENT BETWEEN

SUNGOLD CAPITAL LIMITED

AND

MAGIC TOUCH INFOTECH LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS UNDER SECTIONS 391 TO 394 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956

This Scheme of Amalgamation is presented under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956, for the amalgamation of Magic Touch Infotech Limited into Sungold Capital Limited

The Scheme is divided into following parts:

- i. Part I - Dealing with General Introduction and Definitions, and Share Capital of the Companies;
- ii. Part II - Dealing with the amalgamation of Magic Touch Infotech Limited with Sungold Capital Limited
- iii. Part III - Dealing with discharge of Consideration by the Transferee Company;
- iv. Part IV and Part V - Dealing with the general terms and conditions that will be applicable to Part II of the Scheme.

PART - I

1. GENERAL:

- 1.1 The Scheme of Amalgamation provides for the amalgamation of Magic Touch Infotech Limited (Transferor Company) is a public limited company incorporated under the provisions of the Act having its registered office at 201/A, Jeet Complex, C. G. Road, Navrangpura, Ahmedabad - 380 009
- 1.2 Magic Touch Infotech Limited is engaged in the business as an Investment Company to underwrite, to finance industrial enterprises, to promote industrial finance by way of advance, to provide and to deal in all kind financial documents like commercial papers, bill of exchange, etc.
- 1.3 Sungold Capital Limited (Transferee Company) is a Listed Public Company incorporated under the provisions of the Companies Act and licensed as NBFC under the provisions of the Reserve Bank of India Act, 1934 and having its registered officer at 205, Jeet Complex, Near Jain Temple, C. G. Road, Navrangpura, Ahmedabad - 380 009
- 1.4 Sungold Capital Limited is engaged in the business of providing finance to industrial enterprises as well as engaged in the business of media & entertainment.
- 1.5 This Scheme of Arrangement provides for the Amalgamation of Magic Touch Infotech Limited (the "Transferor Company") with the Sungold Capital Limited (the "Transferee Company") and the consequent discharge of consideration by



ANNEXURE

the Transferee Company to the Members of the Transferor Company, pursuant to the relevant provisions of the Act.

1.6 The Scheme also makes provision for various other matters consequential or related thereto and otherwise integrally connected therewith.

2. DEFINITIONS:

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning :

2.1 ACT

"Act" means the Companies Act, 1956, including any statutory modifications, re-enactments or amendments thereof for the time being in force.

2.2 APPOINTED DATE

"Appointed Date" means 1st April 2010 or such other date as may be approved by the Gujarat High Court of Judicature at Ahmedabad or any other appropriate authority..

2.3 BOARD

"Board" means the Board of Directors of the companies concerned.

2.4 COURT

"Court" means the Honorable Gujarat High Court of Judicature at Ahmedabad having jurisdiction in the matter.

2.5 SUNGOLD CAPITAL LIMITED OR THE TRANSFEE COMPANY

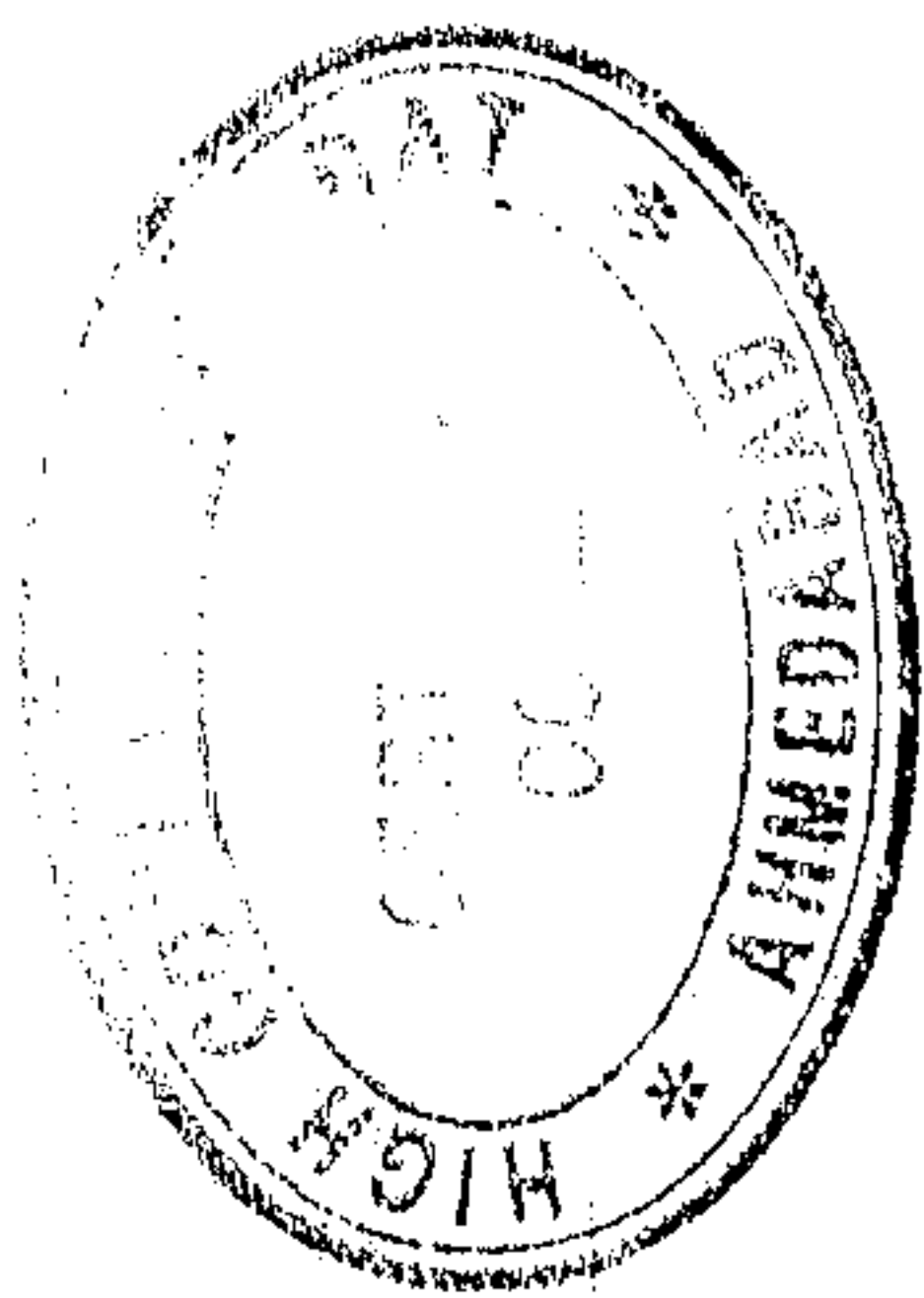
"Sungold Capital Limited" or "The Transferee Company" means a listed, Public Limited Company incorporated under the provisions of the Companies Act, 1956 vide registration number 04 - 18956 and having its registered office at 205, Jeet Complex, Nr. Jain Temple, C. G. Road, Navrangpura, Ahmedabad - 380 009 in the State of Gujarat

2.6 EFFECTIVE DATE

"Effective Date" means the last of the dates on which the conditions referred to in Clause 25 are fulfilled and the authenticated or certified copies of Orders of the Gujarat High Court at Ahmedabad sanctioning the Scheme are filed with the respective Registrar of Companies by the Transferor Company and the Transferee Company.

2.7 MAGIC TOUCH INFOTECH LIMITED OR THE TRANSFEROR COMPANY

"Magic Touch Infotech Limited or the Transferor Company" is Public Limited Company incorporated under the provisions of the Companies Act, 1956 and having registered office at 201/A, Jeet Complex, C. G. Road, Navrangpura, Ahmedabad - 380 009 in the State of Gujarat.



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2.8 RECORD DATE

"Record Date" means the date to be fixed by the Board of Directors of the Transferee Company or a Committee thereof reckoning the names of the equity shareholders of each of the Transferor Company, who shall be entitled to equity shares of the Transferee Company upon coming into effect of this Scheme as specified under Clauses 13 of this Scheme.

2.9 SCHEME

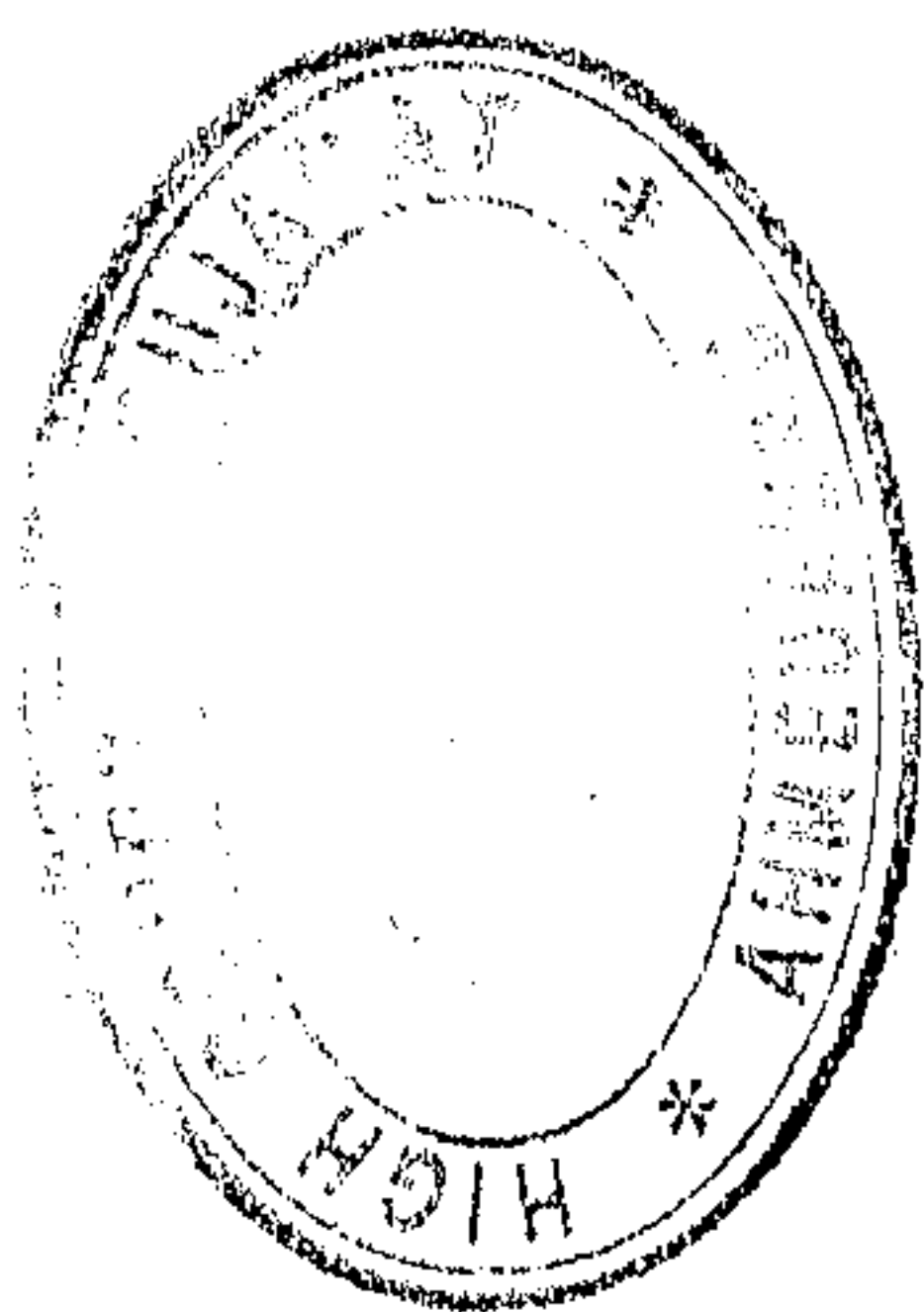
"Scheme" means the Scheme of Amalgamation in its present form or with any modification(s) approved or imposed or directed by the Gujarat High Court of Judicature at Ahmedabad or any other authority.

2.10 UNDERTAKING

"Undertaking" of the Transferor Company shall mean and include:

- a. All the assets, claims, Estates, interests, powers, properties, rights and titles of every description of, or relating to, the Transferor Company as on the Appointed Date (hereinafter to as "the said assets");
- b. All the debts, duties, liabilities and obligations of every description of, or pertaining to, the Transferor Company as on the Appointed Date, whether provided for or not in the books of account of the Transferor Company in their Balance Sheets (hereinafter referred to as "the said liabilities").

Without prejudice to the generality of Clause 2.10 a. & b. above, the Undertaking of the Transferor Company shall also mean and include advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorizations, benefits, capital work-in-progress, concessions, rights and benefits of all contracts, Consents, current assets, easements, engagements, exemptions, fixed assets, industrial and intellectual property rights of any nature whatsoever and licenses in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patents, permits, purchase orders, letters of intent, pending orders, documents and records in physical or electronic form, utilities including electricity and water connections wheresoever available and deposits given for obtaining and continuing such utilities, powers of every kind, nature and description whatsoever, privileges, provision funds, quota rights, registrations, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situated, right to use and avail of telephones, telexes, facsimile connections, installations, and other communication facilities and equipments, tenancy rights, titles, trademark, pending applications for trademark trade names, and any other utilities held by the Transferor Company or to which the Transferor Company is entitled to as on the Appointed Date and cash and bank balances, all earnest moneys, margin money and/ or deposits including security deposits paid by the Transferor Company and all other interests wherever situated, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Transferor Company.



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3. NATURE OF BUSINESS

3.1 SUNGOLD CAPITAL LIMITED

Sungold Capital Limited is an NBFC which is engaged in the business of providing finance to industrial enterprises by way of advance, to carry on the business of manufacturers, importers, exporters, etc. They also engaged in business of Media & Entertainment Industry; also publish magazines, making advertisements, etc.

3.2 MAGIC TOUCH INFOTECH LIMITED

Magic Touch Infotech Limited is engaged in the business as an Investment Company to underwrite, to finance industrial enterprises, to promoted industrial finance by way of advance, to provide and to deal in all kind financial documents like commercial papers, bill of exchange, etc.

4. SHARE CAPITAL

4.1 SHARE CAPITAL OF TRANSFEREE COMPANY

The Authorised, Issued, Subscribed and Paid-up Share Capital of SUNGOLD CAPITAL LIMITED. as on the Appointment Date is as follows:

	Amount in Rs.
Authorised Share Capital	
10,000, 000 Equity shares of Rs. 10/- each	100,000,000*
Total	100,000,000*
Issued, Subscribed and Fully Paid-up Share Capital	
64,08,485 Equity shares of Rs. 10/- each	64,084,850*
Total	64,084,850*

*Authorised capital of the transferee Company has been increased in Annual General Meeting on 30th September, 2010 and 288085 equity shares allotted on 25th Nov., 2010 therefore Issued, subscribed and Fully Paid-up capital has been changed from 6120400 to 6408485

4.2 SHARE CAPITAL OF TRANSFEROR COMPANY.

The Authorised, Issued, Subscribed and Paid-up Share Capital of MAGIC TOUCH INFOTECH LTD. as on the Appointed Date is as follows:

	Amount in Rs.
Authorised Share Capital	
70,000, 000 Equity shares of Re. 1/- each	70,000,000
Total	70,000,000
Issued, Subscribed and Paid-up Share Capital	
69,900,000 Equity shares of Re. 1/- each	69,900,000
Total	69,900,000

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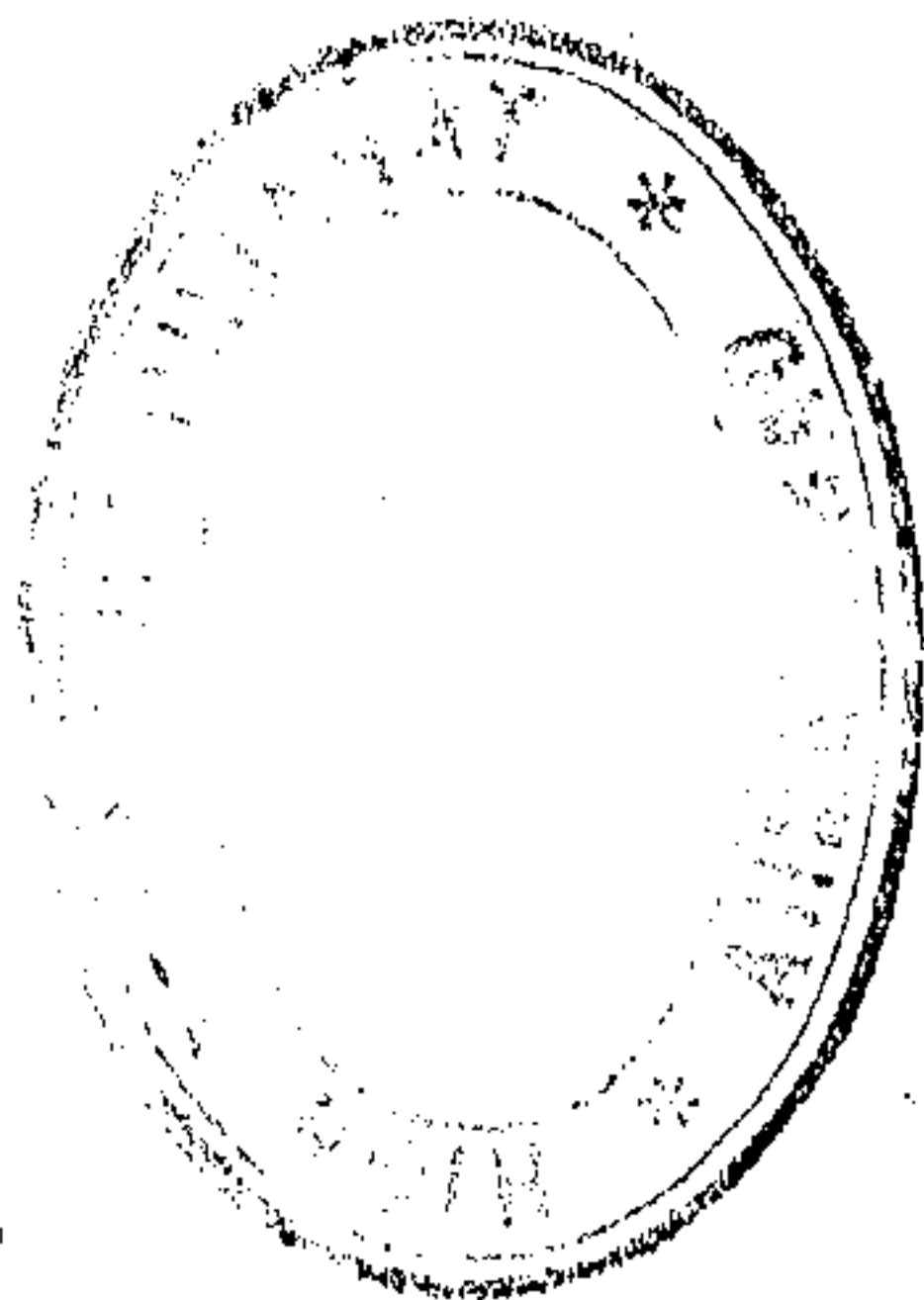
Subsequent to the Appointed Date, there has been no change in the issued, subscribed and paid up Capital of the Transferor Company.

5. DATE WHEN THE SCHEME COMES INTO OPERATIONS

The Scheme set out herein in its present form or with modification, if any, approved or imposed or directed by the High Court or any other appropriate authority, shall come into operation from the Appointed Date, but the same shall become effective only from the Effective Date.

6. JUSTIFICATION FOR AMALGAMATION

- a. The proposed Scheme of Amalgamation would strengthen and consolidate the position of the Transferee Company to develop, concentrate on core competency and expand its business.
- b. It will enable the Transferee Company to own certain trademarks, which have substantial intrinsic value.
- c. It will enable the Transferee Company to leverage its existing expertise in the financing enterprises and lead to combined higher revenues and profitability.
- d. The Amalgamation of the Transferor Company with the Transferee Company will enable the Transferee Company to enhance its services across different class of customers more efficiently.
- e. Combining the activities and operations of the Transferor Company and the Transferee Company in a single company would provide synergistic linkage besides economies in costs by combining the total business functions and related operations and activities contributing to an overall growth and profitability, coupled with better working capital management and better administration of the merged entities.
- f. The Amalgamation would result in an optimum utilization of the infrastructure facilities, reserves, financial, managerial, technological and marketing expertise, marketing networks, manpower and other resources which will be conducive to enhance the capability to face competition in the market more effectively, thereby strengthening the combined market position and growth prospects;
- g. By the proposed Scheme of Amalgamation the financial resources of both the Transferor Company and Transferee Company will be conveniently merged and pooled together to drive growth oriented business plans of the Transferred Company.
- h. Amalgamation will result in the larger pool of various resources as well as manpower and will create a synergy, which will enable the Transferred Company to grow and prosper at a faster pace.
- i. The combined managerial and financial resources will enhance the capability of the Transferee Company to invest in larger and sophisticated projects to ensure rapid growth and will consolidate the strategic strength of the Transferee Company.
- j. It would also lead to growth prospects for the personnel connected with these Company and thus, be in the interest of and for the welfare of, the employees of the Company concerned in this Scheme;



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PART II - THE SCHEME

7. TRANSFER OF UNDERTAKING OF TRANSFEROR COMPANY

7.1 GENERALLY

- a. Upon coming into effect of this Scheme and with effect from the Appointed Date, the whole of the Undertaking of the Transferor Company shall, pursuant to the sanction of this Scheme by the High Courts and pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become the Undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
- b. The transfer and vesting of properties and assets of the Transferor Company under sub-clause (a) of this Clause 7.1 shall be subject to the mortgages and charges, if any, affecting the same as hereinafter stated, provided that the Scheme shall not operate to enlarge any security for any bank deposit or facility availed of by the Transferor Company and the Transferee Company shall not be obliged to create any further or additional security for the same.

7.2 TRANSFER OF ASSETS

7.2.1 without prejudice to the generality of Clause 7.1 above, upon the coming into effect of the Scheme and with effect from the Appointed Date:

- a. All the Assets comprised in the Undertaking, except for the portions dealt with under sub-clause (b) and sub-clause (c) below, of whatsoever nature and wheresoever situated and which are incapable of passing by manual delivery, shall, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the assets and properties of the Transferee Company, subject however to the provisions of Clause 7.4 herein below.
- b. Without prejudice to the provisions of Clause 7.1 and sub-clause (a) of this Clause 7.2.1 in respect of such of the Assets of the Transferor Company, as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company, without requiring any deed or instrument or conveyance for the same.
- c. In respect of moveable's other than those dealt with in sub-clause (b) above including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, Semi- Government, local or other authority or body or with any company or other person, the Transferor Company shall, if and wherever required, give notice in such form as they may deem fit and proper, to each person, debtor or deposit, as the case may be, to the effect that pursuant to the High Courts having sanctioned the amalgamation of the Transferor Company with the Transferee Company

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under Sections 391 to 394 of the Act, the said debt, loan, advance, balance or deposit be paid or made good or held on account of the Transferee Company as the person entitled thereto and that appropriate entry should be passed in its books to record the aforesaid change. The Transferee Company shall, if required, also give notice in such form as it may deem fit and proper to each person, debtor or depositor that, pursuant to the High Courts having sanctioned the amalgamation of the Transferor Company with the Transferee Company under Sections 391 to 394 of the Act, the said debt, loan, advance, balance or deposit be paid or made good or held on account of the Transferee Company.

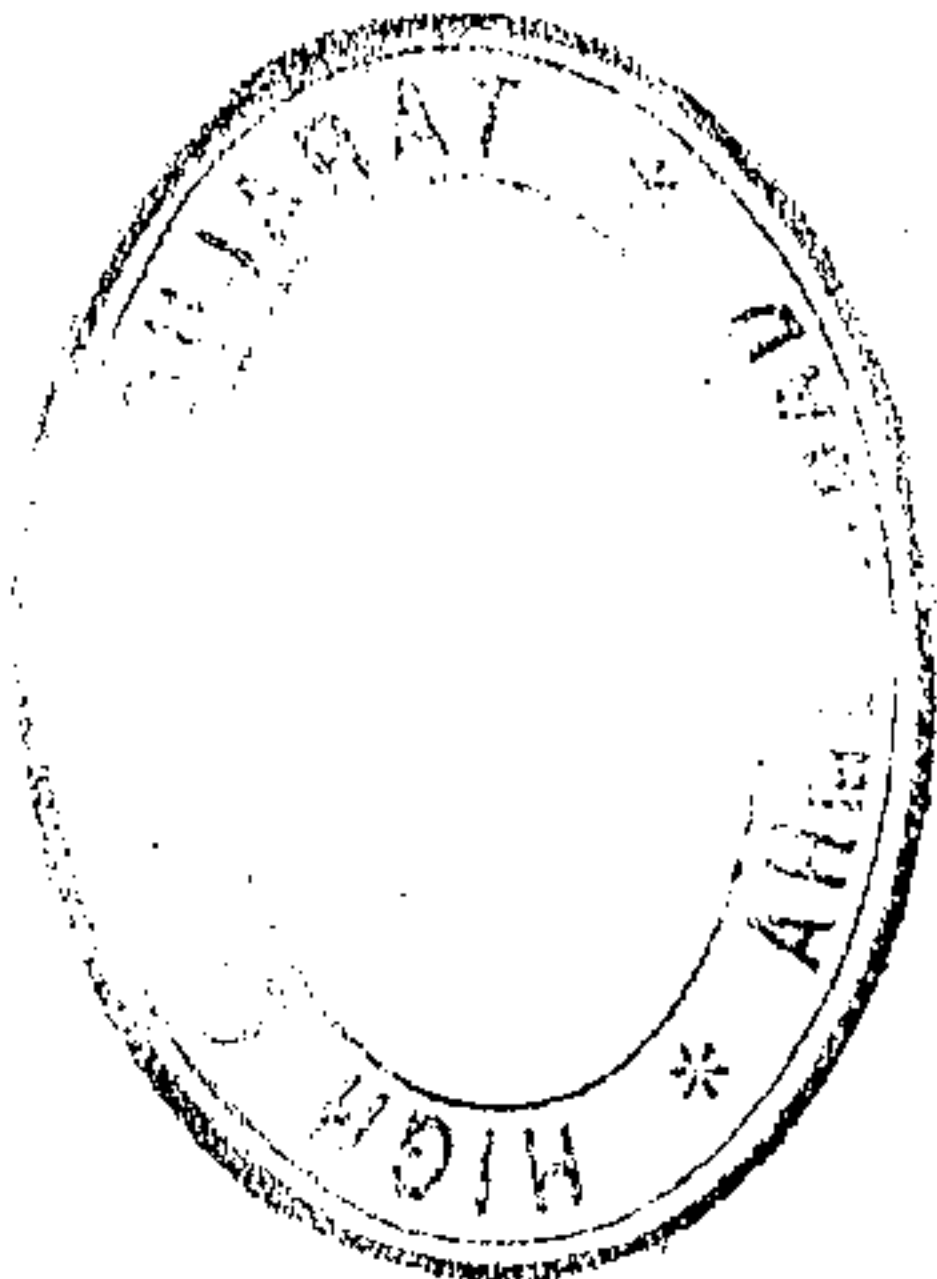
- d. All the licenses, permits, quota, approvals, permissions, registrations, incentives, sales tax deferrals and benefits, exemptions, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, sales tax deferrals and benefits, exemptions, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

- 7.2.2. All Assets comprised in the Undertaking of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets and properties, which are acquired by the Transferor Company, on or after the Appointed Date, shall be deemed to be and shall become the assets and properties of the Transferee Company by virtue of and in the manner provided in this Scheme.

7.3 TRANSFER OF LIABILITIES

- 7.3.1 Without prejudice to the generality of Clause 7.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date all Liabilities of every kind, nature and description of the Transferor Company shall, pursuant to the sanction of this Scheme by the High Courts and pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, be transferred or deemed to be transferred to the Transferee Company, without any further act, instrument, deed, matter or things and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.

- 7.3.2 All Liabilities, as on the Appointed Date, whether or not provided in the books of the Transferor Company, and all debts, loans raised and used, liabilities and



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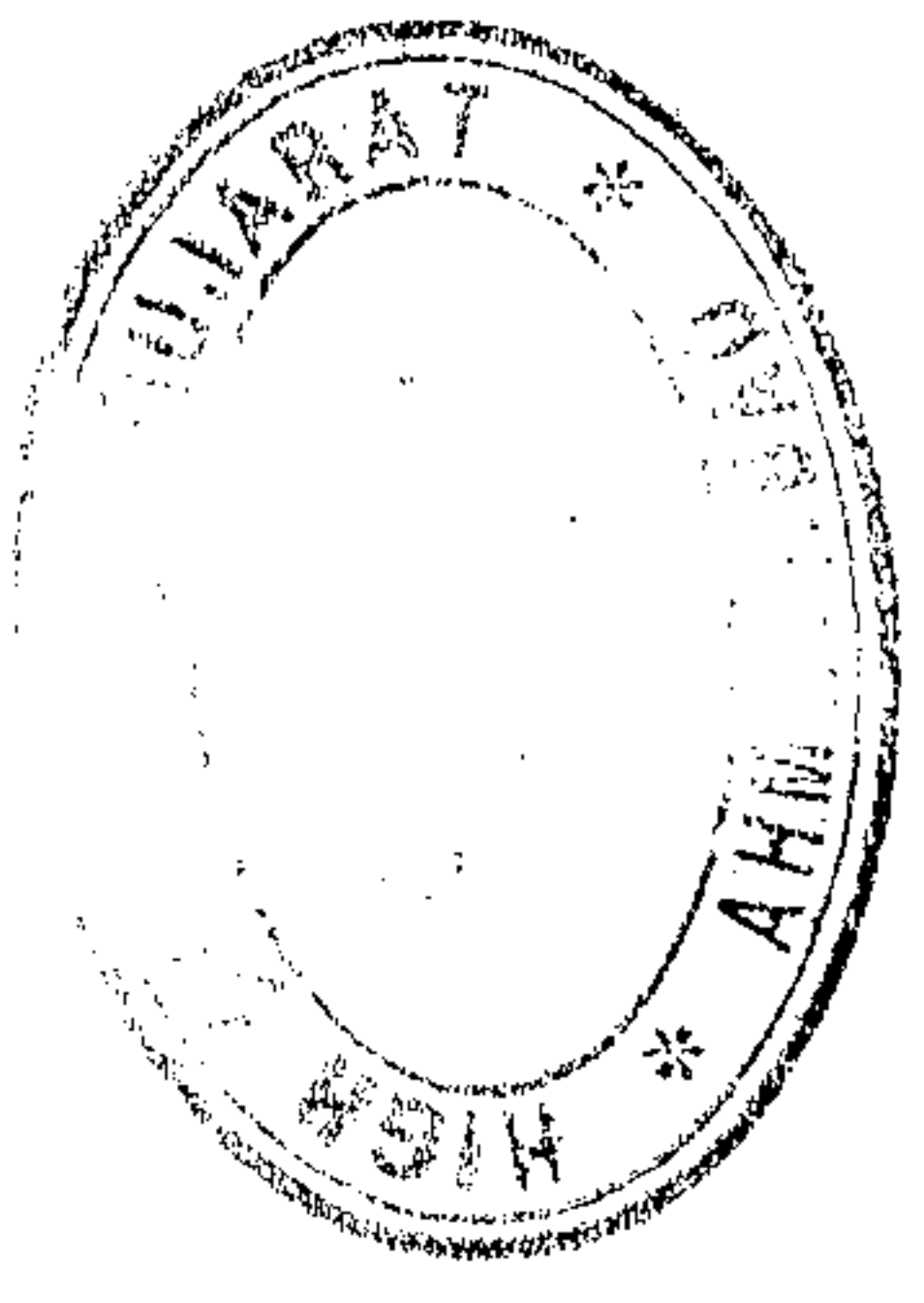
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obligations incurred, duties and obligations relating to the Transferor Company which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, liabilities, loans raised and used, and obligations incurred, duties and obligations of the Transferee Company by virtue of this Scheme.

7.3.3 Where any Liabilities of the Transferor Company as on the Appointed Date have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company.

7.3.4 All loans raised and utilized and all liabilities incurred or undertaken by the Transferor Company in relation to or in connection with their Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities of the Transferee Company which shall meet, discharge and satisfy the same. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any such inter-company loans, advances and other obligations with effect from the Appointed



7.4 Mortgages and Charges

7.4.1 In so far the Assets of the Transferor Company are concerned, the existing securities, mortgages, charges, encumbrances or liens (hereafter referred to as the "Encumbrances") over the Assets or any part thereof, transferred to the Transferee Company in terms of this Scheme and relating to the Liabilities of the Transferor Company, shall after the Effective Date, without any further act or deed, continue to relate or attach to such Assets or any part thereof, but such Encumbrances shall not relate or attach to any of the assets and properties of the Transferee Company or any part thereof or to any of the other Assets of the Transferor Company transferred to the transferee Company pursuant to this Scheme, save to the extent warranted by the terms of any existing security arrangement to which either of the Transferor Company and the Transferee Company are party, and consistent with the joint obligations assumed by them under such arrangements.

7.4.2 Without prejudice to this Clause 7.4.1, it is clarified that the transfer and vesting of the Undertaking of the Transferor Company to and in the Transferee Company in terms of this Scheme shall be subject to existing Encumbrances on the Assets so transferred and vested and with effect from the Effective Date, reference in any security documents or arrangements (to which the Transferor Company are a Party) to the Transferor Company and its assets and properties shall be construed as a reference to the Transferee Company and the assets and

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A circular postmark from The City of Houston, Texas. The text "THE CITY OF HOUSTON, TEXAS" is arranged in a circle around the center. In the center, the date "MAY 19 1964" is stamped. There are small stars separating the city name from the date.

8. CONTRACTS, DEEDS, ETC.

8. CONTRACTS, DEEDS, ETC.

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shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

9. LEGAL PROCEEDINGS

On and from the Appointed Date, all suits, actions and legal proceedings by or against the Transferor Company shall be continued and / or enforced until the Effective Date as desired by the Transferee Company on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same has been instituted and / or arising by or against the Transferee Company.

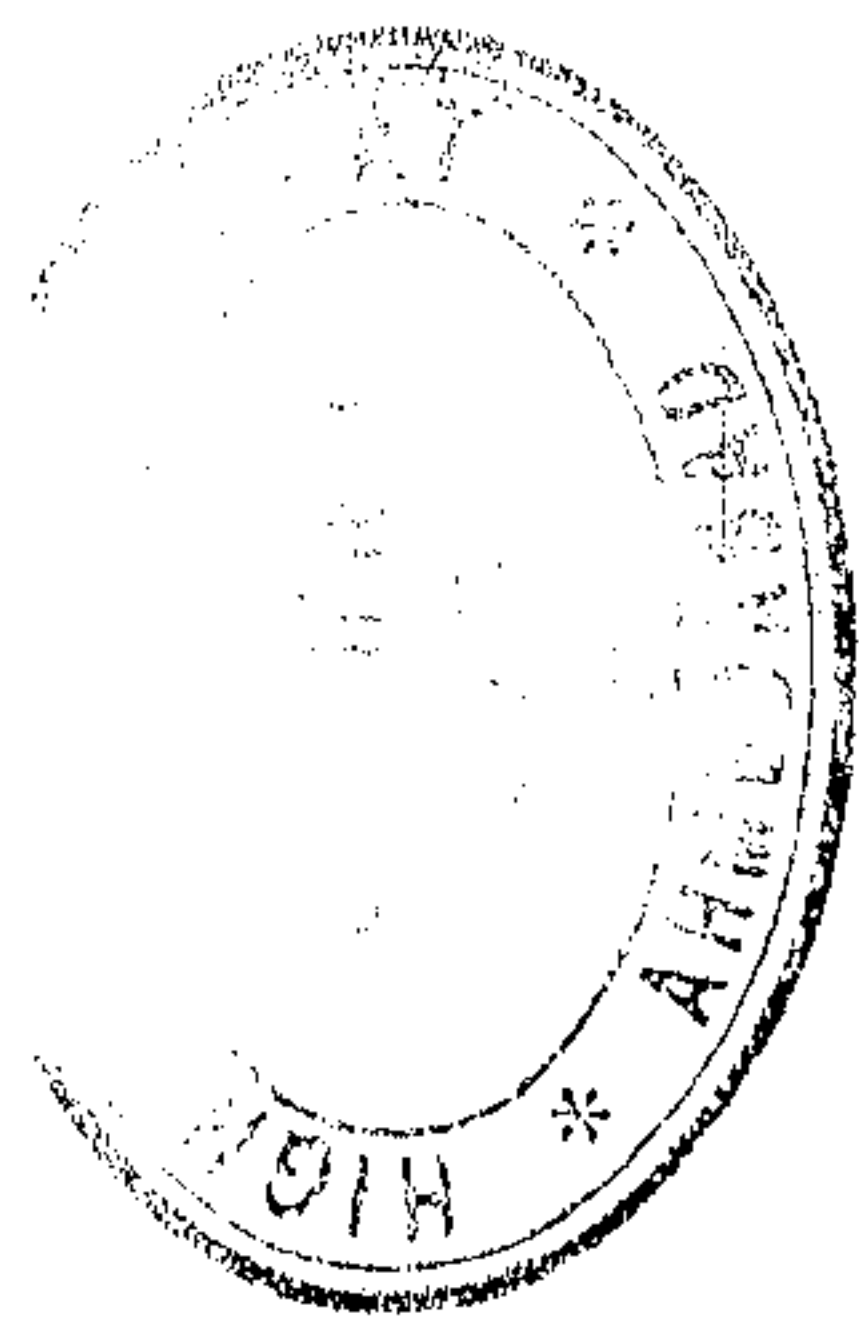
10. CONDUCT OF BUSINESS

10.1 With effect from the Appointed Date and up to and including the Effective Date:

- a. The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities relating to their respective Undertaking as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of its Undertaking on account of, and for the benefit of and in trust for, the Transferee Company.
- b. All the profits or incomes accruing or arising to the Transferor Company and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) in relation to the Undertaking by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or as the case may be, expenditure or losses (including taxes) of the Transferee Company.
- c. Any of the rights, powers, authorities and privileges attached or related or pertaining to the Undertaking and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee

10.2 With effect from the first of the dates of filing of this Scheme with the High Court and up to and including the Effective Date:

- 1.1 The Transferor Company shall preserve and carry on its business and activities with reasonable diligence and business prudence and in the same manner as heretofore carried on
 - 1.2 The Transferee Company shall carry on its business and activities with reasonable diligence and business prudence and in the same manner as heretofore carried on.
- 10.3 The Transferor Company shall not make any change in their respective capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares, convertible debenture or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re- organization, or in any other



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manner which may in any way, affect the Share Exchange Ratio (as provided in Clauses 13 to 15 below), except under any of the following circumstances:

- a. Upon conversion of any bonus, debentures or convertible securities, if any, already
- b. Upon issue and allotment of any shares (by way of bonus, rights or otherwise), which have been kept in abeyance as a result of operation of any law, or on account of any order or directive or restraint by any Court or other authority.
- c. Upon exercise of any options granted to employees under any Employees' Stock Option Scheme, or
- d. As may be expressly permitted under the Scheme.

11. EMPLOYEES

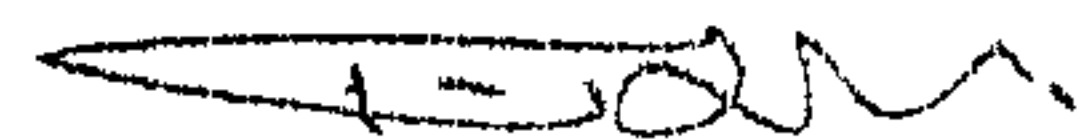
11.1 Upon the coming into effect of the Scheme:

- a. All the employees of the Transferor Company who are in employment as on the Effective Date shall become the employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on the same terms and conditions as to employment and remuneration on which they are engaged or employed by the Transferor Company. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company, unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement if any, entered into by the Transferor Company with any union/employee of the Transferor Company.
- b. The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Company or any other special funds created or existing for the benefit of the employees of the Transferor Company (collectively referred to as the 'Funds') and the investments made out of such Funds shall at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds of the Transferee Company.

- 11.2 The Transferor Company shall not vary or modify the terms and conditions of employment of any of its employees, except with the written consent of the Transferee Company.

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12. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the Undertaking of the Transferor Company under Clause 5 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or after the Appointed Date till the Effective Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

PART III

DISCHARGE OF CONSIDERATION BY TRANSFEE COMPANY

13. ISSUE OF EQUITY SHARES

13.1 Issue of new equity shares by Transferee Company

Upon the coming into effect of this scheme and in consideration of the Transfer, vesting of the undertaking and the liabilities of the Transferor Company in the Transferee Company in terms of this Scheme, shall without any further application, act, instrument or deed issue and allot equity shares:

1. to the equity shareholders of the Transferor Company 69,90,000 (Sixty Nine Lakhs Ninety Thousand) Equity Shares of Rs. 10/- (Rupee Ten only) each fully paid up in the capital of the Transferee Company.

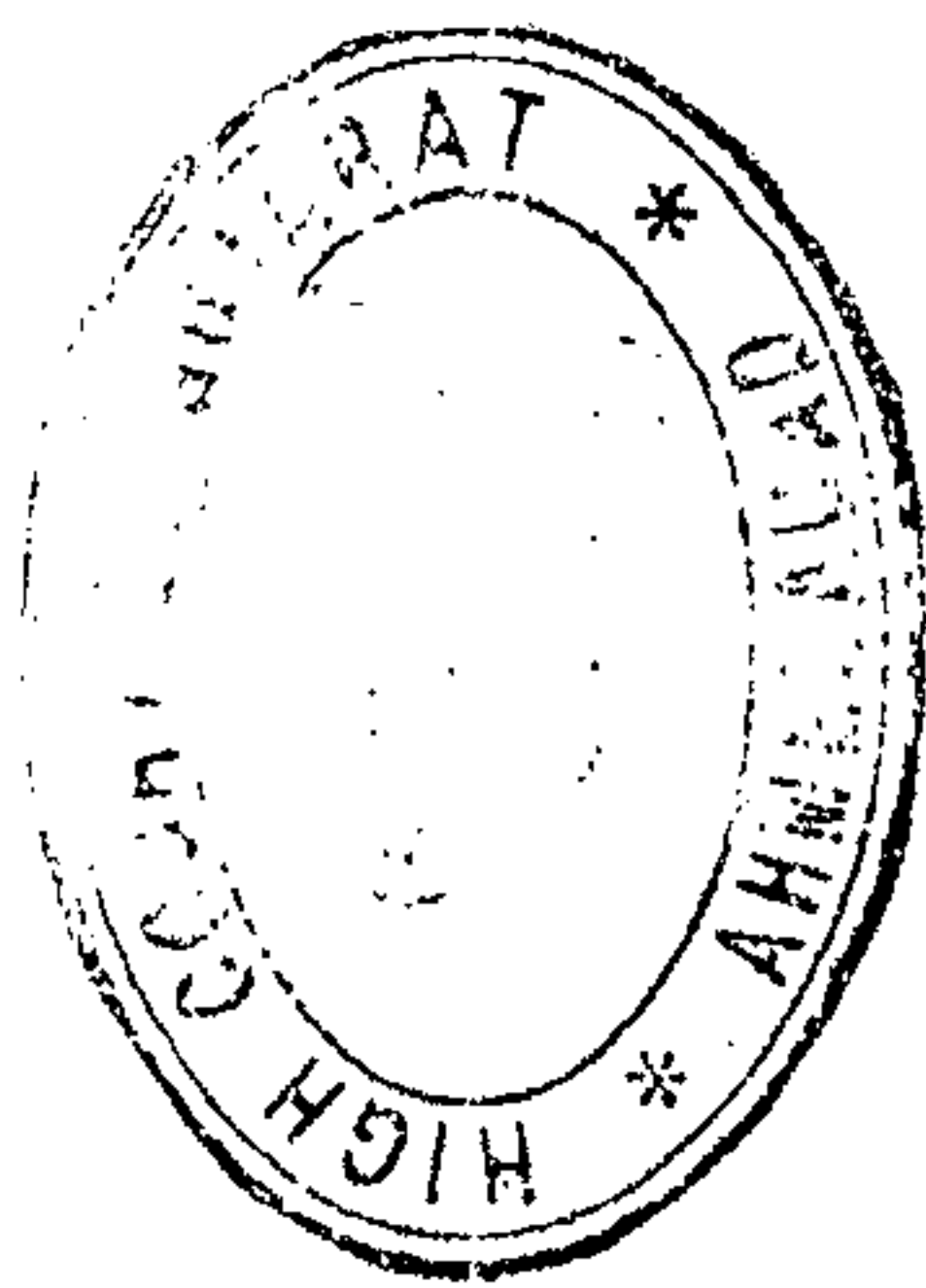
The issue of Equity Shares is based on ratio in which the Equity Shares of the Transferee Company are to be allotted to the members of the Transferor company is hereinafter referred to as the "Swap Ratio".

Whose names are shown in the Register of Members on a date ("Record Date") to be fixed by the Board of the Transferee Company. Such Equity Shares, on allotment, will rank pari passu in all respects with the existing Equity Shares of the Transferee Company.

The allotment and issue of equity shares by the Transferee Company to the Shareholders of the Transferor Company as provided in the Scheme, shall be deemed to have been carried out as if the procedures laid down under Section 81(1A) and any other applicable provisions of the Act were duly complied with.

13.2. Fractional Shares

No fractional Shares / Coupons shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the members of the Transferor Company may be entitled on issue and allotment of the Equity Shares and/or 0% Redeemable Preference Shares by the Transferee Company, as the case maybe, as aforesaid. The Board of Directors of the Transferee Company shall instead consolidate all such fractional entitlements to which the members of the Transferor Company may be entitled on issue and allotment of Equity Shares and/or 0% Redeemable Preference Shares, as the case maybe, as aforesaid and shall, without any further application, act, instrument or deed,



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individual trustee or Board of Trustees or a Corporate Trustee (hereinafter referred to as "Trustee") who shall hold the same, with all additions or accretions thereto in trust for those entitled to the fractions and sell the same in the market at such price(s) and at such time(s) as the Trustee may in its sole discretion decide and pay to the Transferee Company the net sale proceeds thereof and any additions or accretions thereto, whereupon the Transferee Company shall, subject to withholding tax, if any, distribute such net sale proceeds to the members of the Transferor Company in the proportion to their fractional entitlements. All sale proceeds payable under this sub-clause shall be rounded off the nearest Rupee.

13.3 Matters relating to Share Certificates

The Share Certificates held by the Shareholders of the Transferor Company shall automatically stand cancelled without any necessity of them being surrendered to the Transferee Company. The new Share Certificates for the requisite number of shares shall be issued by the Transferee Company.

13.4 The equity shares to be issued by the Transferee Company pursuant to Clause 13.1 above shall be issued in dematerialized (demat) form, unless otherwise notified in writing by the shareholders of the Transferor Company on or before the Effective Date. (Where shares are held in demat form, shares shall be credited to their demat accounts and where held in physical form, physical shares shall be issued). In the event that the Transferee Company has received notice from any shareholder that equity shares are to be issued in physical form, then the Transferee Company shall issue equity shares in physical form to such shareholder.

13.5 The new equity shares of the Transferee Company issued in terms of Clause 13.1 shall, subject to the execution of the listing agreement and payment of the appropriate fees, to be listed on The Bombay Stock Exchange Limited, where the shares of the Transferee Company are already listed.

13.6 As the Transferee Company holds 6,99,00,000 Equity Shares of Re. 1/- each in Transferor Company upon the Scheme becoming fully effective, the shares of Transferor Company held by the Transferee Company shall stand extinguished and/or cancelled. The allotment of Equity Shares of Transferee Company to equity shareholders of Transferor Company, as mentioned in clause 13.1 shall not apply to and against the 6,99,00,000 Equity Shares held by the Transferee Company in MAGIC TOUCH

PART IV- ACCOUNTING TREATMENT, TAXES AND DIVIDEND

14. ACCOUNTING TREATMENT

14.1 The Transferee Company shall upon the Scheme coming into effect, record all assets and liabilities, including deferred tax liabilities, of the Transferor Company vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Transferor Company at the close of business of the day immediately preceding the Appointed

14.2 The aggregate debit balance in the profit & loss account of MAGIC TOUCH INFOTECH LTD. and the Transferee Company as on the Appointed Date shall be first adjusted against the aggregate of the credit balance in the profit & loss account of MAGIC TOUCH INFOTECH LTD. and the General Reserve account of MAGIC TOUCH INFOTECH LTD. as on the Appointed Date and the balance shall

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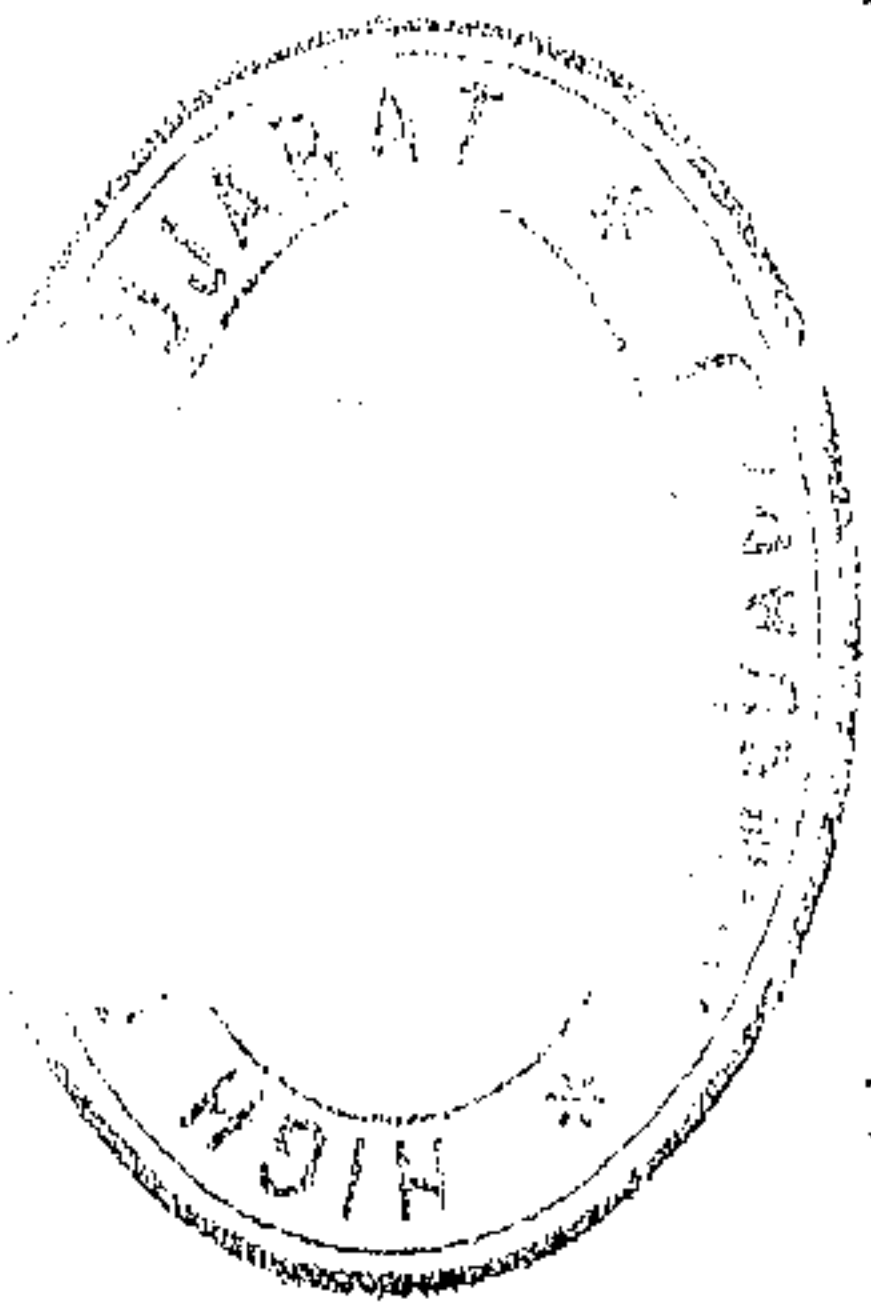
the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

- 15.3 All taxes (including income tax, service tax etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and in so far as it relates to the tax payment (including without limitations income tax, services tax etc.) whether by way of deduction at source, advance tax, or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

16. DECLARATION OF DIVIDEND

- 16.1 With effect from the date of filing of this Scheme with the High Court and up to and including the Effective Date, the Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective equity shareholders as on the respective record dates for the purpose of dividend. Provided that the Transferor Company shall declare a dividend only after obtaining the prior permission of the Transferee Company and the shareholders of the Transferor Company shall not be entitled to dividends, if any, declared by the Transferee Company prior to the "Effective Date".

- 16.2 Until the coming into effect of this Scheme, the holder of equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Article of Association including their right to receive dividend. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company.



By

THIRU
ADVOCATE

19/11/2019

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PART V

GENERAL TERMS AND CONDITIONS

17. AMENDMENT IN THE OBJECT CLAUSE

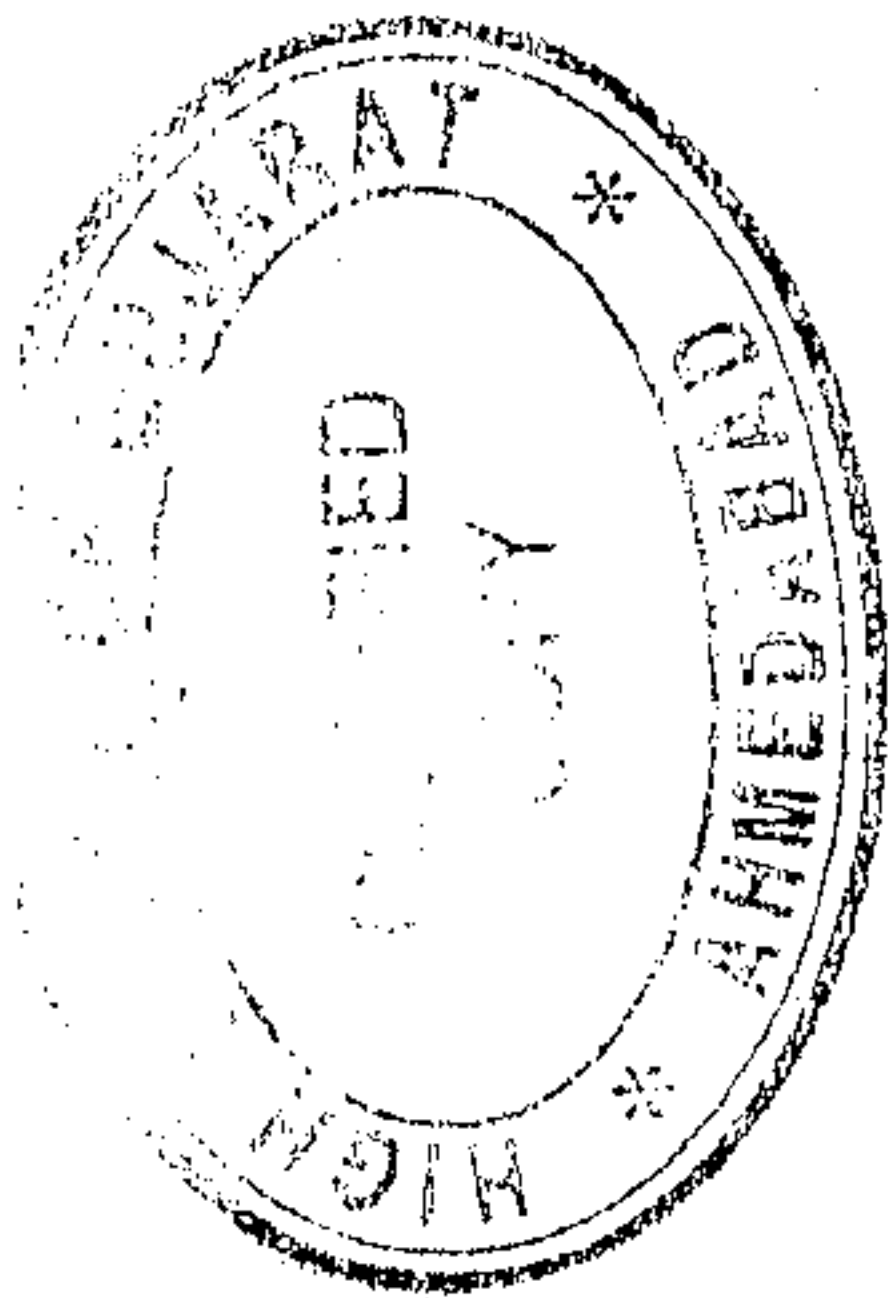
Upon the amalgamation becoming effective, the Transferee Company will continue to run the business of the Transferor Company on the same lines as carried on by the Transferor Company. For the aforesaid purpose, upon the amalgamation becoming effective, the objects clause of the Memorandum of Association will be deemed to be amended, without requiring any further approvals of shareholders of Transferee Company under Sections 17 of the Companies Act, 1956 or otherwise, by adding the following clauses as Clause 3a and clause 3b respectively, after clause 3 of Para III (B) of its Memorandum of Association

3a. "To carry on and engage in the business of development, consultation and support services in computer software, hardware, information technology, electronic commerce, software technology park, electronic hardware technology park, Satellite Connectivity, Internet system, telecommunication and networking system, Security system and to establish, promote, assist, manage, dealings and trading for marketplace, providing specialized, advanced, electronic, automated, facilities for trading, clearing, settlement, risk management in all types of direct and derived commodities, securities, financial instruments, merchandise and services, goods and all other contracts and instruments including financial instruments and to ensure a transparent and fair trading mechanism with access to market participants including manufacturers, distributors, dealers, agents, traders, exporters, importers, consumers, clients, investors in or outside India on its own or using contractors or facilitate all these services and all other logistics or any other services, goods, or anything else that may be required to provide a market place in or outside India."

3b. "To carry on the trade or business of providing computer and electronic data processing and recording related services including data entry/ conversion, data centre services, on block time or shared time, self service or operator assisted basis, technical and management."

18. INCREASE IN THE AUTHORISED SHARE CAPITAL OF TRANSFEE COMPANY

Upon the coming into effect of this Scheme, the Authorised Share Capital of the Transferor Company aggregating to Rs. 70,000,000/- (Rupees Seven Crores) shall stand combined with the Authorised Share Capital of the Transferee Company and on the coming into effect of this Scheme, the Authorised Share Capital of the Transferee Company shall, without any further act, deed or action stand increased by Rs. 70,000,000/- (Rupees Seven Crores). The increased Authorised Share Capital of the Transferee Company shall be Rs. 140,000,000/- (Rupees Fourteen Crores) divided into 14,000,000 equity shares of Rs. 10 each, and the Memorandum and Articles of Association of the Transferee Company shall stand amended accordingly and the words and figures in Clause V of the Memorandum of Association shall be substituted to reflect the increase in the Authorised Share Capital of the Transferee Company pursuant to this sub-clause. It is hereby clarified that for the purpose of this sub-clause, the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment and no further resolution under Section 16, Section 94 or any other applicable provisions of the Act would be required to be separately passed nor any registration fee, stamp duty, etc. shall be payable by the



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Transferee Company. However, the Transferee Company shall file the amended copy of the Memorandum of Association and Articles of Association with the Registrar of Companies, Maharashtra, within 30 days from the Effective Date and the Order of the High Court under Section 394 of the Act shall be filed with the Office of Registrar of Companies, Maharashtra, and shall be deemed to be a Notice to the Registrar of Companies, Maharashtra, under Section 95 of the Act and the same shall be taken on record.

19. DISSOLUTION OF TRANSFEROR COMPANY

On the coming effect of this Scheme, the Transferor Companies shall stand dissolved without winding up

20. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of this Scheme:

20.1 The resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits imposed under the provisions of the Act, or any other application provisions, then the said limits shall be added to the limits, if any imposed under like resolution passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee

20.2 The limits of the Transferee Company for borrowings (apart from temporary loans obtained from the bankers in the ordinary course of business) in terms of Section 293(1) (d) of the Act shall, without any further act, instrument or deed, stand enhanced by the limit equivalent to the amount of the liabilities comprised in the Undertaking of the Transferor Company transferred to the Transferee Company.

21. MODIFICATION OF SCHEME

21.1 The Transferor Company and the Transferee Company by their respective Boards of Directors or any Committee thereof or any Director or any other person authorized in that behalf (hereinafter referred to as the "Delegate") may assent to, or make from time to time, any modifications or amendments or additions to this Scheme which the High Court or any authorities under law may deem fit to approve of or which the High Court or any authorities under law may impose and which the Transferor Companies and the Transferee Companies may in their discretion accept or such imposed modifications or amendments or additions as the Transferor Company and the Transferee Company or as the case may be, their respective Delegate may deem fit, or require for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme, and the Transferor Company and the Transferee Company by their respective Boards of Directors or Delegates are authorized to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any such conditions (to the extent permissible under law) for bringing this Scheme into effect. In the event that any conditions may be imposed by the High Court or any authorities, which the Transferor Company or the Transferee Company find unacceptable for any reason, then the Transferor Company and the Transferee Company shall be at liberty to withdraw the Scheme. The

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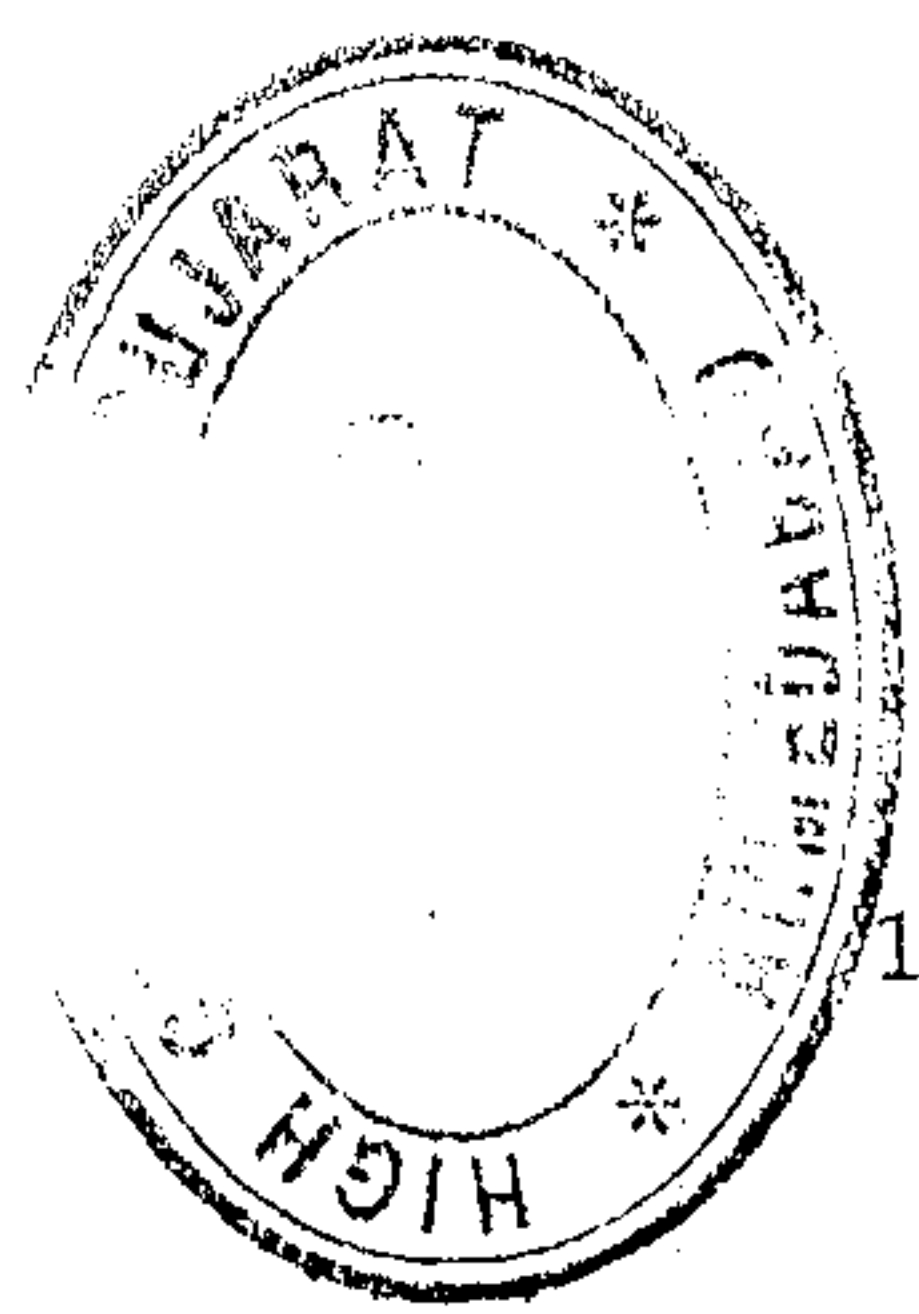
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be adjusted against the Share Premium Account of MAGIC TOUCH INFOTECH LTD. as on the Appointed Date. The balance remaining in the Share Premium Account of MAGIC TOUCH INFOTECH LTD. after making this adjustment shall be transferred as Share Premium Account in the books of the Transferee Company.

- 14.3 The Transferee Company shall credit to its Equity Share Capital Account and Preference Share Capital Account the aggregate face value of the Equity Shares and Preference Share, respectively, issued by it to the members of the Transferor Company pursuant to Clauses 13 of this Scheme.
- 14.4 The book value of 'Investments in Magic Touch Infotech Ltd.' appearing in the books of account of the Transferee Company shall stand cancelled and there shall be no further obligation/outstanding in that behalf.
- 14.5 Upon the Scheme coming into effect, to the extent that there are inter-company loans, advances or other obligations as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets or liabilities as the case may be. In view of this it is further clarified that, there would be no accrual of interest or other charges in respect of any such inter-company loans, advances, debit balances or other obligations with effect from the Transfer Date between the Transferor Company and the Transferee Company.
- 14.6 Notwithstanding the above, the Board of Directors of the Transferee Company is authorized to account any of these balances in any other manner, if such accounting treatment is considered more appropriate.
- 14.7 The Surplus, if any, of the book value of the net assets of the Transferor Company as acquired by the Transferee Company over aggregate of the paid up value of the Equity Shares to be issued and allotted pursuant to Clauses 13, after making the adjustments stated in Clauses 14.1 to 14.6 above, shall be first adjusted against the Capital Reserve of the Transferee Company as on the date of filing of the application and the balance, if any, shall be debited to Goodwill Account. The deficit, if any, of the book value of the net assets of the Transferor Company as acquired by the Transferee Company over aggregate of the paid up value of the Equity Shares, paid up value of Preference Shares and Cash to be issued and allotted pursuant to Clauses 13, after making the adjustments stated in Clauses 14.1 to 14.6 above, shall be added to the Capital Reserve of the Transferee Company as on the date of filing of the application



15. TREATMENT OF TAXES

- 15.1 Any tax liabilities under the Income-tax Act 1961 and other applicable laws /regulations dealing with taxes/duties/levies (hereinafter in this clause referred to as "Tax Laws") allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provisions in accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax and tax deducted at source (TDS) as on the date immediately preceding the Appointed Date, will also be transferred to the account of the Transferee Company.
- 15.2 Any refund under the Tax Laws due to the Transferor Company consequent to the assessment made on Transferor Company and for which no credit is taken in

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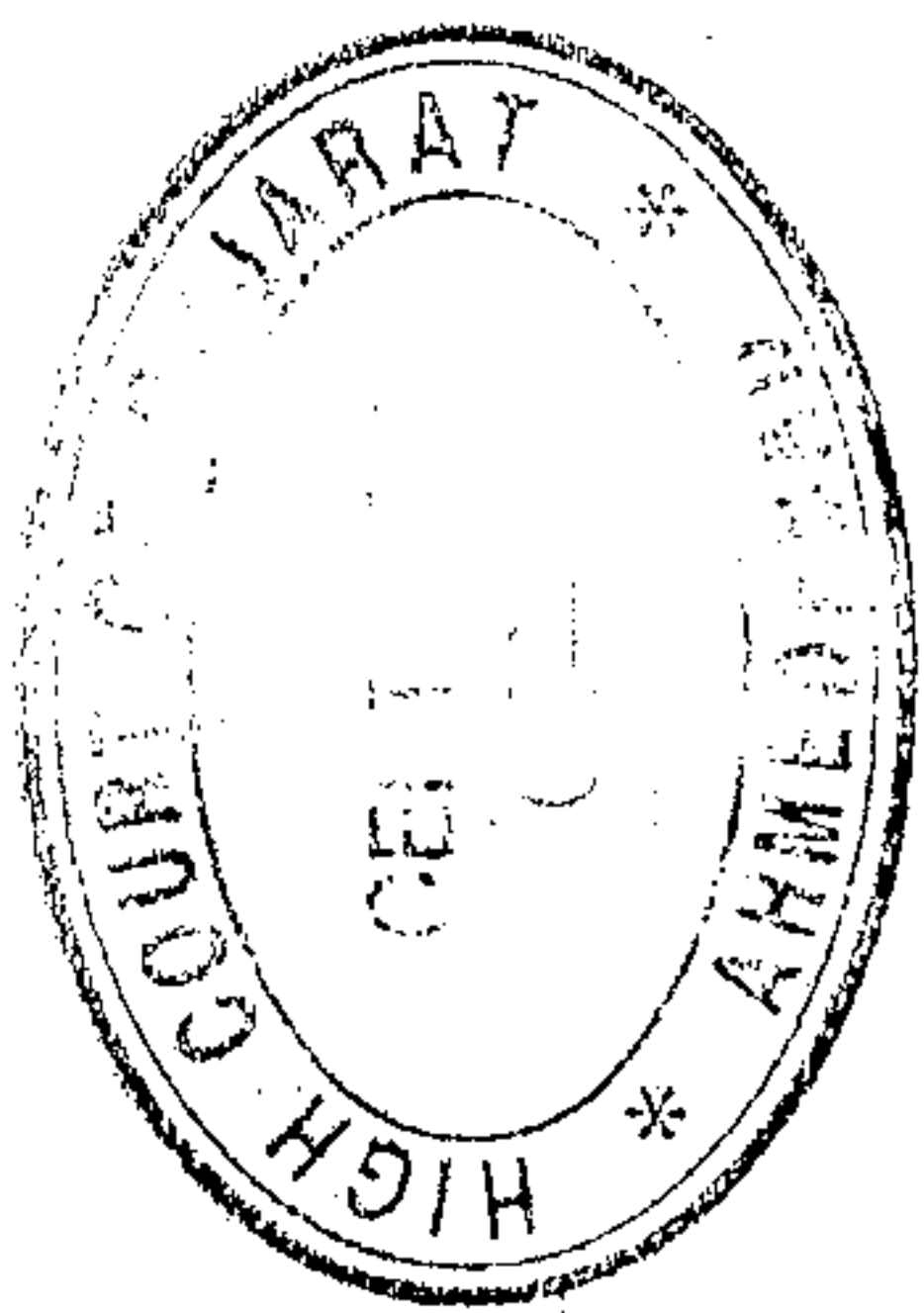
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25. REVOCATION OF THE SCHEME

In the event of any of the said sanctions and approvals referred to in Clause 24 above not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the High Court and/or order or orders not being passed as aforesaid before 30th September 2010 or such other date as may be mutually agreed upon by the respective Board of Directors of the Transferor Company and the Transferee Company (who are hereby empowered and authorized to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective delegate(s)), this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Transferor Companies and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own costs unless otherwise mutually agreed.



FOR MAGIC TOUCH INFOTECH LIMITED FOR SUNGOLD CAPITAL LIMITED

[Signature]
DIRECTOR

[Signature]
DIRECTOR

WITNESS 1: *[Signature]*

WITNESS 2: *[Signature]*

DATE: 3rd September, 2010

PLACE: AHMEDABAD

[Signature]
ADVOCATE

[Signature]

WINESS BHASKAR BHATTACHARYA, ESQUIRE, THE ACTING
CHIEF JUSTICE at Ahmedabad aforesaid this 20th day of March,
Two Thousand and Twelve.

*Checked & found correct &
Signed each & every pages.*

*30/4/12
S.O.
(W. Desai)*

*30/4/12
S.O.
(A.A. Dhanrajani)*

30/4/12

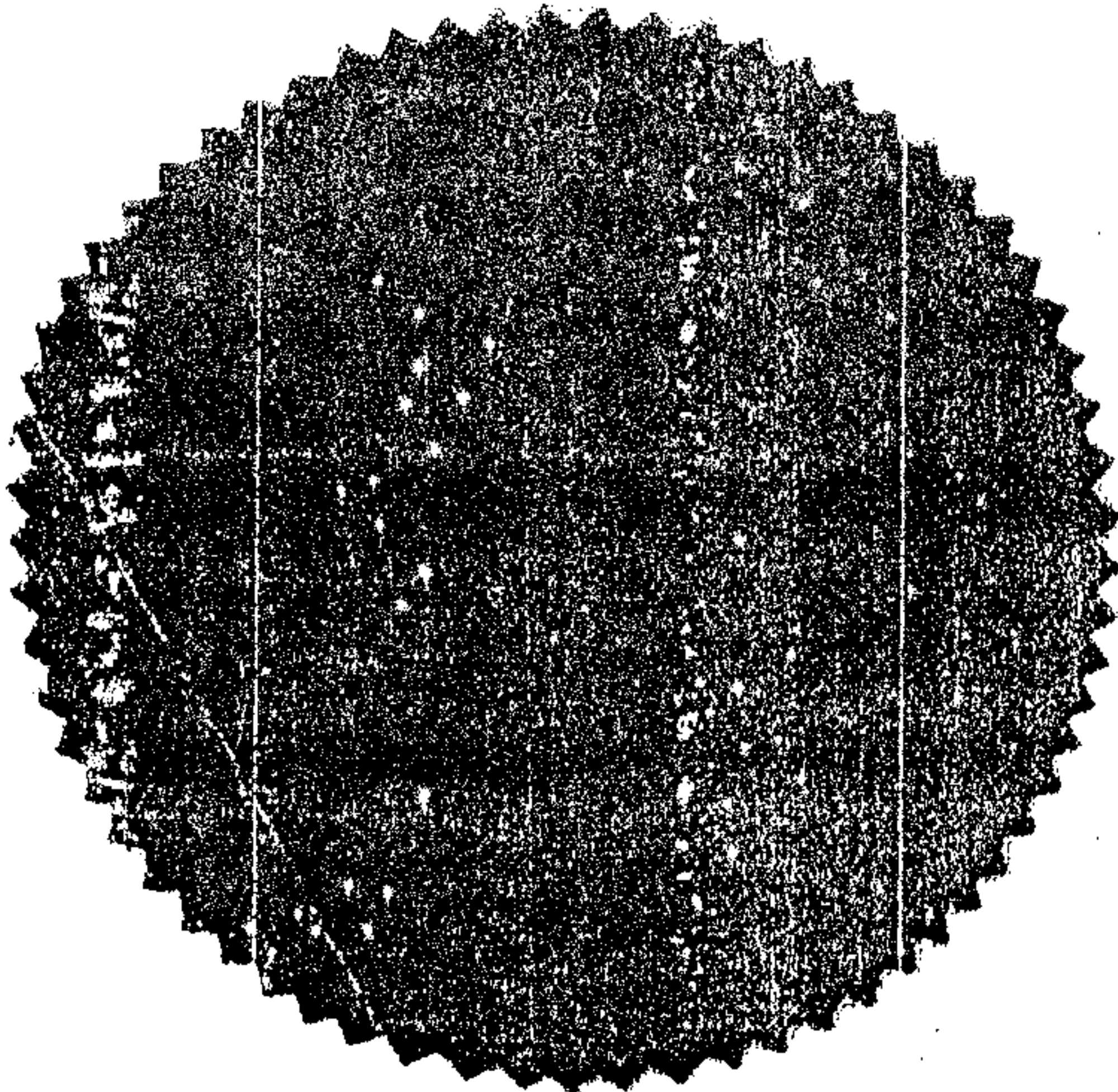
*30/05/12
(G.S. Mahipalli)*

By the order of the Court

[Signature]

REGISTRAR (JUDICIAL)

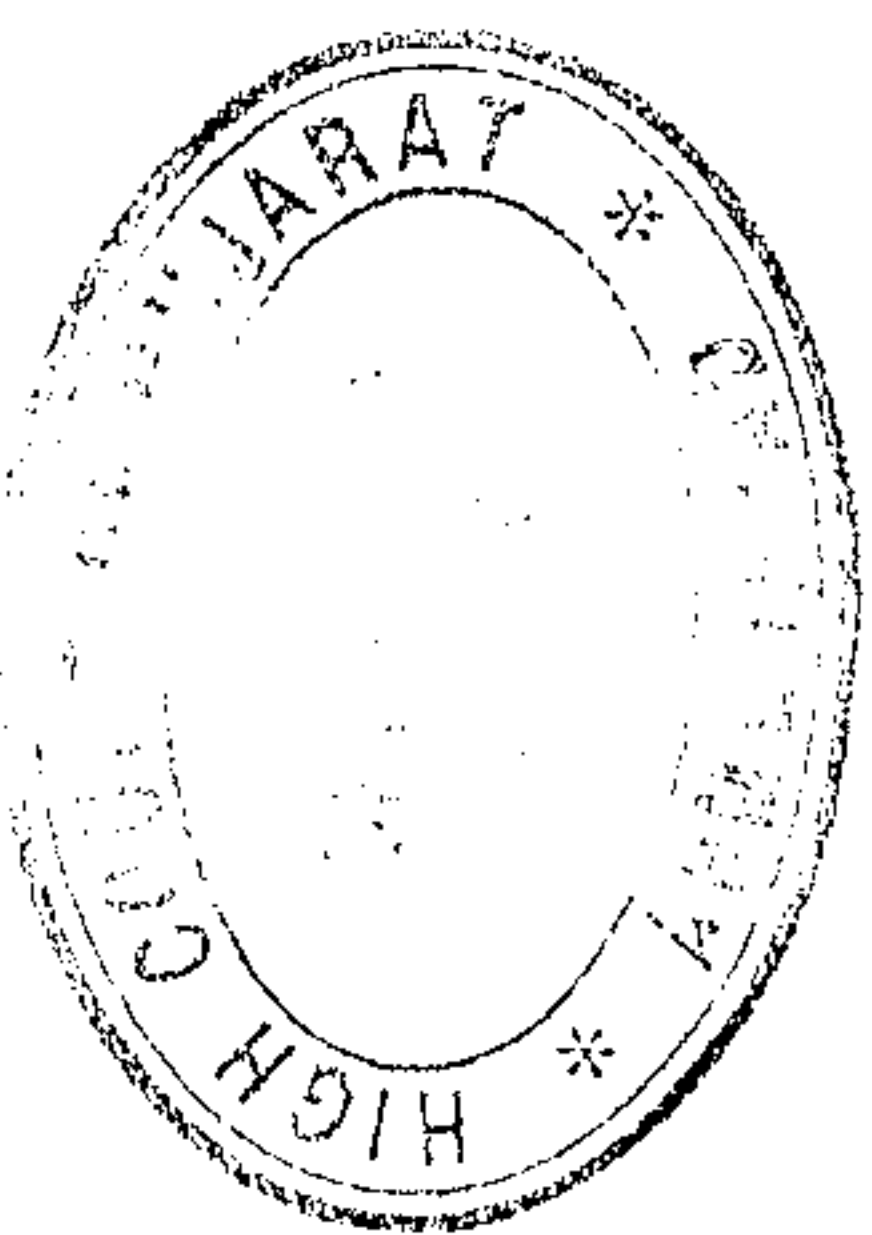
This 30th day of May 2012



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Sealer 03/05/12

DEPUTY REGISTRAR

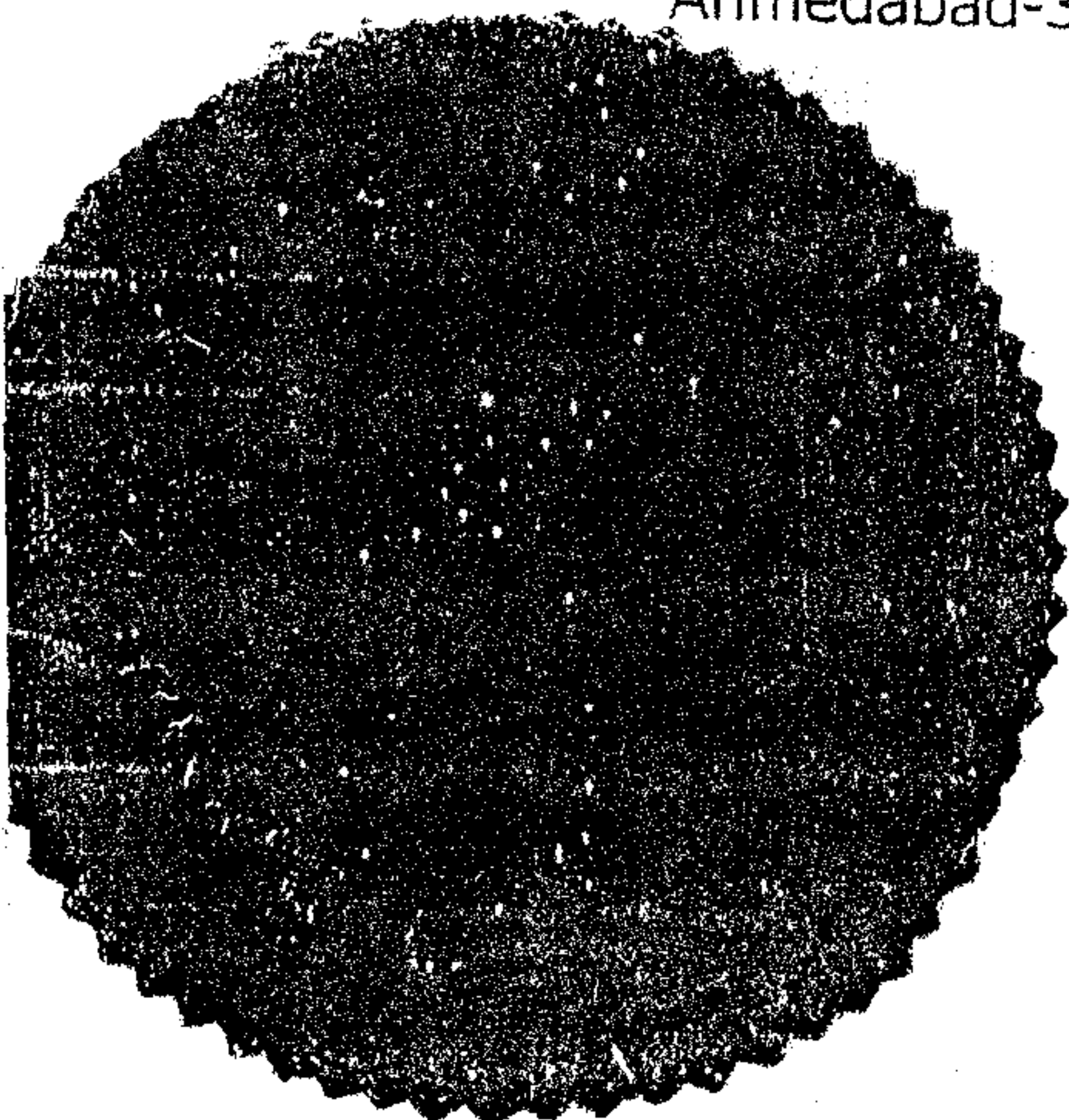
This 03rd day of May, 2012



Order drawn by:

*9-4-12
20-4-12*
(PRATIK Y. JASANI)

ADVOCATE FOR THE PETITIONER
U/87, Upendra Park, (Someshtar Park III)
Near Gulab Tower, Thaltej,
Ahmedabad-380 054.



TRUE COPY

[Signature]
ASSISTANT REGISTRAR
THIS DAY OF

**ARTICLES OF ASSOCIATION
OF
SUNGOLD CAPITAL LIMITED**

Interpretation

TABLE -F

I. (1) In these regulations—

(a) “The Act” means the Companies Act, 2013,

(b) “The seal” means the common seal of the company.

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

Share capital and variation of rights

II. 1. The Authorized Share Capital of the Company is Rs. 20,00,00,000/- (Rupees Twenty Crores only) divided into 2,00,00,000 (Two Crore) Equity Shares of Rs. 10/- (Rupees Ten only) each. 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.

2. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be

Provided,—

(a) One certificate for all his shares without payment of any charges; or

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

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

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

3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles (2) and (3) shall *mutatis mutandis* apply to debentures of the company.

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

5 (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rule made thereunder.

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

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

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

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

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

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

Lien

9. (i) The company shall have a first and paramount lien—

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

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

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

(ii) The company's lien, if any, on a share shall extend to all dividend bonuses declared from time to time in respect of such shares.

10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

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

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

11. (i) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.

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

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

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

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

Calls on shares

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call

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

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

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

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

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

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

17. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board—

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

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

Transfer of shares

19. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by section 58 declines 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. The Board may decline to recognize any instrument of transfer unless—

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

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

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

22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

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.

Transmission of shares

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a shareholder, shall be the only persons recognized by the company as having any title to his interest in the shares.

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

24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

(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.

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

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

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

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. 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 complied with.

Forfeiture of shares

28. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

29. 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.

30. 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

31. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

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

32. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

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

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

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

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

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

34. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Alteration of capital

35. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

36. Subject to the provisions of section 61, the company may, by ordinary resolution,—

(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

37. Where shares are converted into stock,—

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

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

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

(c) Such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.

38. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law,—

(a) Its share capital;

(b) Any capital redemption reserve account; or

(c) Any share premium account.

Capitalization of profits

39. (i) The company in general meeting may, upon the recommendation of the Board, resolve—

(a) that it is desirable to capitalize 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 is accordingly set free for distribution in the manner specified in clause (i) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

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

(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 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);

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

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

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

(a) Make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and

b) Generally do all acts and things required to give effect thereto.

(ii) The Board shall have power—

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

(b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, 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 capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;

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

Buy-back of shares

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

General meetings

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

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

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

44. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

45. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

46. 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.

47. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Adjournment of meeting

49. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

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

(iii) 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.

(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

50. 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.

51. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

52. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

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

53. 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.

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

55. 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.

56. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

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

Proxy

57. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

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

59. 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

60. The number of the directors shall not be less than 3 (Three) or more than 15 (Fifteen).

First Directors

1. Rajiv R. Kotia
2. Ashok G. Modi
3. Sharad M. Gandhi
4. Janak S. Kotia

Additional Directors

The Directors shall also have power at any time and from time to time to appoint any other qualified person to be a director, as an addition to the board but so that the total number of directors shall not at any time exceed maximum fixed above. Any person so appointed as an addition to the Board shall retain his office only upto the date of the next Annual General meeting or last date on which annual general meeting should have been held, whichever is earlier.

Casual Vacancy

Any casual vacancy occurring on the board of directors may be filled up by the directors.

Appointment of Alternate Director

The Board may appoint in the manner provided in section 161 of the act, an Alternate Director to act for a Director during his absence for a period of not less than three months, from the state in which meetings of the board are ordinarily held.

Debenture Director

The Board of Directors may empower debenture –holders or any finance or credit corporation or any collaborator or central or any State government to appoint one or more Directors and Managing Directors of the company, but so that the number of such Directors and Managing Directors shall not exceed in the aggregate 1/3rd of the total number of Directors for the time being in force. Such Directors shall not be liable to retire by rotation.

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

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

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

(b) In connection with the business of the company.

62. The Board may pay all expenses incurred in getting up and registering the company.

63. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that (section) make and vary such regulations as it may thinks fit respecting the keeping of any such register.

64. 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.

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

66. (i) Subject to the provisions of section 149, 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.

(ii) 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.

Proceedings of the Board

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

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

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

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

69. 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.

70. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

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

71. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

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

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

73. (i) A committee may meet and adjourn as it thinks fit.

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

74. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

75. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

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

77. Subject to the provisions of the Act,—

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

(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

78. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

79. Managing Director/s not liable to retire by rotation

A Managing Director shall not while he continues to hold that office ,be subject to retirement by rotation and he shall not be reckoned as a director for the purpose of determining the rotation of retirement of directors or in fixing the number of directors to retire but he shall be subject to the same provisions as to resignation and removal as the other Directors of the company and he shall, ipso facto and immediately ,cease to be a managing director if he cease to hold the office of director from any cause.

80. Remuneration of Managing Director/s

The Remuneration of Managing Director, shall subject to the provisions of any contract between him and the company from time to time, be fixed by the directors in accordance with and within the limits prescribed by law and may be by way of fixed salary and/or commission on profit of the company and he may be paid any gratuity, pension or allowance on retirement and may be given benefit of any provident fund or bonus or allowance or any perquisites or benefits.

81. Powers of Managing Director/s

The Director may from time to time entrust to and confer upon the Managing Director or the Managing Directors for the time being such of the powers exercisable by them as they may think fit and confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient and they confer such powers either collaterally with, or to the exclusion of and in substitution for all or any of the powers of the directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

82. Compensation for loss of office

Payment may be made by the company to the Managing Director or Whole Time Director by way of compensation for loss of office or as consideration for retirement from office or in connection with such loss or retirement only as permitted by sections

202 of Companies Act, 2013 or other relevant provisions of law for the time being in force.

83. Re –appointment of Managing Director/s

The board of Directors of the Company may subject to the provisions of the Companies Act, 2013 and from time to time re-appoint, re-employ, or extend the term of office of all or any of the managing Directors for a period not exceeding five years on one occasion

The Seal

84. (i) The Board shall provide for the safe custody of the seal.

(ii) 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 authorized by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and 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

85. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

86. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

87. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.

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

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

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

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

89. 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.

90. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

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

91. 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.

92. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

93. No dividend shall bear interest against the company.

Accounts

94. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorized by the Board or by the company in general meeting.

Winding up

95. Subject to the provisions of Chapter XX of the Act and rules made thereunder—

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

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

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

Indemnity

96. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

Borrowing Powers

97. Borrowing Power of the Board

As per section 179, the Board of Directors of a company shall be entitled to exercise all such powers, and to do all such acts and things, as the company is authorized to exercise and do:

Provided that in exercising such power or doing such act or thing, the Board shall be subject to the provisions contained in that behalf in this Act, or in the memorandum or articles, or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the company in general meeting:

Provided further that

(1) the Board shall not exercise any power or do any act or thing which is directed or required, whether under this Act or by the memorandum or articles of the company or otherwise, to be exercised or done by the company in general meeting.

(2) No regulation made by the company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

(3) The Board of Directors of a company shall exercise the following powers on behalf of the company by means of resolutions passed at meetings of the Board, namely:—

- (a) to make calls on shareholders in respect of money unpaid on their shares;
- (b) to authorise buy-back of securities under section 68;
- (c) to issue securities, including debentures, whether in or outside India;
- (d) to borrow monies;
- (e) to invest the funds of the company;
- (f) to grant loans or give guarantee or provide security in respect of loans;
- (g) to approve financial statement and the Board's report;
- (h) to diversify the business of the company;
- (i) to approve amalgamation, merger or reconstruction;
- (j) to take over a company or acquire a controlling or substantial stake in another company;
- (k) any other matter which may be prescribed:

Provided that the Board may, by a resolution passed at a meeting, delegate to any Committee of directors, the managing director, the manager or any other principal officer of the company or in the case of a branch office of the company, the principal officer of the branch office, the powers specified in clauses (d) to (f) on such conditions as it may specify:

Provided further that the acceptance by a banking company in the ordinary course of its business of deposits of money from the public repayable on demand or otherwise and withdraw able by cheque, draft, order or otherwise, or the placing of monies on deposit by a banking company with another banking company on such conditions as the Board may prescribe, shall not be deemed to be a borrowing of monies or, as the case may be, a making of loans by a banking company within the meaning of this section.

98. Restrictions on powers of Board

(1) The Board of Directors of a company shall exercise the following powers only with the consent of the company by a special resolution, namely:—

(a) to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the company or where the company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings.

(b) to invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;

(c) to borrow money, where the money to be borrowed, together with the money already borrowed by the company will exceed aggregate of its paid-up share capital and free reserves, apart from temporary loans obtained from the company's bankers in the ordinary course of business:

Provided that the acceptance by a banking company, in the ordinary course of its business, of deposits of money from the public, repayable on demand or otherwise, and withdraw able by cheque, draft, order or otherwise, shall not be deemed to be a borrowing of monies by the banking company within the meaning of this clause.

(d) to remit, or give time for the repayment of, any debt due from a director.

(2) Every special resolution passed by the company in general meeting in relation to the exercise of the powers referred to in clause (c) of sub-section (1) shall specify the total amount up to which monies may be borrowed by the Board of Directors.

(3) Nothing contained in clause (a) of sub-section (1) shall affect—

(a) the title of a buyer or other person who buys or takes on lease any property, investment or undertaking as is referred to in that clause, in good faith; or (b) the sale or lease of any property of the company where the ordinary business of the company consists of, or comprises, such selling or leasing.

(4) Any special resolution passed by the company consenting to the transaction as is Referred to in clause (a) of sub-section (1) may stipulate such conditions as may be specified in such resolution, including conditions regarding the use, disposal or investment of the sale proceeds which may result from the transactions:

Provided that this sub-section shall not be deemed to authorize the company to effect any reduction in its capital except in accordance with the provisions contained in this Act.

(5) No debt incurred by the company in excess of the limit imposed by clause (c) of sub-section (1) shall be valid or effectual, unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by that clause had been exceeded.

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

Names, addresses, descriptions, occupation and signature of subscribers	Number of Equity Shares taken by each subscriber	Signature, name, address, description and occupation of the witness
Ashok G. Modi S/o Govindlal Modi A/10, Terrace Apartment, Navrangpura, Ahmedabad – 380 009 Business Sd/-	100 (One Hundred)	Common Witness To All Ramniklal M. Shah S/o Manilal Shah 206, Nirman House, Nr. Sardar Patel Rly. Crossing, Usmanpura, Ahmedabad – 380 013 Business Sd/-
Sharad M. Gandhi S/o Mahendrakant Gandhi Timba Street, Rajpipla Business Sd/-	100 (One Hundred)	

Hansa M. Gandhi W/o Mukeshchandra Gandhi Timba Street, Rajpipla- 393 145 Household Sd/-	100 (One Hundred)	
Janak S. Kotia S/o Shashikant Kotia 11, Khushnoma Co-op. Society,Race Course Circle, Vadodara – 390 007 Business Sd/-	100 (One Hundred)	Common Witness To All Ramniklal M. Shah S/o Manilal Shah 206, Nirman House, Nr. Sardar Patel Rly. Crossing, Usmanpura, Ahmedabad – 380 013 Business Sd/-
Rameshchandra M. Kotia S/o Manilal Ktia 2-B, State Bank Staff Society, Naranpura, Ahmedabad – 380 013 Retired Sd/-	100 (One Hundred)	

Devyani R. Kotia W/o Rameshchandra Kotia 2-B, State Bank Staff Society, Naranpura, Ahmedabad – 380 013 Household Sd/-	100 (One Hundred)	Common Witness To All Ramniklal M. Shah S/o Manilal Shah 206, Nirman House, Nr. Sardar Patel Rly. Crossing, Usmanpura, Ahmedabad – 380 013 Business Sd/-
Paresh R. Shah S/o Ramniklal Shah 4, Jeevan Vikas Society, Naranpura, Ahmedabad – 380 013 Chartered Accountant Sd/-	100 (One Hundred)	
TOTAL	700 (Seven Hundred)	

Place: **Ahmedabad**

Dated this **22nd** day of **January, 1993**