Memorandum

And

Articles of Association

of

LG ELECTRONICS INDIA LIMITED

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

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

Certificate of Incorporation Consequent upon conversion to public company

Corporate Identity Number: U32107DL1997PLC220109

IN THE MATTER OF L G ELECTRONICS INDIA PRIVATE LIMITED

I hereby certify that L G ELECTRONICS INDIA PRIVATE LIMITED which was originally incorporated on TWENTIETH day of JANUARY NINETEEN NINETY SEVEN under Companies Act, 1956 as LG ELECTRONICS INDIA PRIVATE LIMITED and upon an intimation made for conversion into public company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the ROC, CPC vide SRN AB1912719 dated 01/12/2024 the name of the said company is this day changed to L G ELECTRONICS INDIA LIMITED

Given under my hand at ROC, CPC this THIRD day of DECEMBER TWO THOUSAND TWENTY FOUR

Brijesh Kain

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

Central Processing Centre

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

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

L G ELECTRONICS INDIA LIMITED

A-24/6 Mohan Cooperative Industrial Estate Mathura Road, NA, New Delhi, New Delhi- 110044, Delhi

THE WORD PRIVATE HAS BEEN ADDED BEFORE THE WORD LIMITED U/S 43A (2A) OF THE COMPANIES (AMENDMENT) ACT 2000 w.e.f. 28-3-2002

Dy./Asstt. Registrar of Companies
NCT of Delhi & Haryana

The word Private has been deleted from the name of the Co. U/s. 43A(1A) of the Co. Act 1956 & the Co. became deemed Public Ltd. w.e.f 31-03-2000.

D. K. GUPTA
Dy. Addl. Registrar of Companies
Delhi & Haryana

सत्यमेव जयते

प्रारुप एक

Form 1

निगमन का प्रमाण पत्र

Certificate of Incorporation

सं० 55-84548 शक 19 18

No. 55-84548 of 19 96-97

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज एल जी इलैक्ट्रोनिक्स इण्डिया ~~प्राईवेट~~ प्राइवेट लिमिटेड

D. K. GUPTA
Dy. Addl. Registrar of Companies
Delhi & Haryana

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that LG ELECTRONICS INDIA PRIVATE ~~PRIVATE~~ LIMITED

D. K. GUPTA
Dy. Addl. Registrar of Companies
Delhi & Haryana

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता० 30 पौष, 1918 को दिया गया।

Given under my hand at ... NEW DELHI .. this TWENTIETH day of JANUARY One thousand nine hundred and NINETY SEVEN

(एच एस बावा)
सहायक कम्पनी रजिस्ट्रार
रा. रा. क्षेत्र दिल्ली एवं हरियाणा

(H.S. BAWA)
ASSTT. Registrar of Companies
N.C.T. OF DELHI & HARYANA

सत्यमेव जयते

प्रारुप एक

Form 1

निगमन का प्रमाण पत्र

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सं० 55-84548 शक 19 18

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मैं एतद् द्वारा प्रमाणित करता हूँ कि आज एल जी इलैक्ट्रोनिक्स इण्डिया प्राईवेट लिमिटेड कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that LG ELECTRONICS INDIA PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता० 30 पौष, 1918 को दिया गया।

Given under my hand at ... NEW DELHI .. this TWENTIETH day of JANUARY One thousand nine hundred and NINETY SEVEN

(एच एस बावा)

सहायक कम्पनी रजिस्ट्रार

रा. रा. क्षेत्र दिल्ली एवं हरियाणा

(.H.S. BAWA)

ASSTT. Registrar of Companies

N.C.T. OF DELHI & HARYANA

THE COMPANIES ACT, 2013

(COMPANY LIMITED BY SHARES) MEMORANDUM OF ASSOCIATION

OF

LG ELECTRONICS INDIA LIMITED

I. The Name of the Company is LG ELECTRONICS INDIA LIMITED ☆

II. The Registered Office of the Company will be situated in the State of New Delhi

III. The objects for which the Company is established are:

A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ITS INCORPORATED ARE:

1. To manufacture, assemble, alter, import, export, market, trade, distribute, hire, exchange, buy, sell (Including online sell & sell through any other mode), service, remodel, fabricate, supply, design, manipulate, improve, prepare, install, maintain, repair and deal in all kinds of consumer durable products, home appliances, audio video products, telecommunication products, computer products, electric and electronic equipments, products, goods and appliances of every description, including but not limiting, refrigrators, wasing machines, air conditioners, colour televisions, Monitor including but not limited to PC Monitor, Medical Monitors & all other type of Medical equipment's & Machines, colour picture tubes, colour display tube, microwave ovens, video and audio products and components including video cassette recoder, video cassette player,video compact disc p]ayers, compact disc players, cassette players, stereos, multi media players, digital video disc players, record tapes, record players, laser disc players, video games, video projection equipment, electrical toys and games and screens of all types, vacuum cleaners, floor polishers, food grinders & mixers and friuit or vegetable juice extractors, kitchen waste disposers, electric scissors, electric generating sets, electrical transformers, electrical and battery operated lamps, cells and btteries, static converters and inductors, circuit breakers, shavers, hair clippers, hair removing appliances, electrlc motors and generators, transformers, hair dryers, other hair dressing apparatus, hand drying apparatus, electric smoothing irons, coffee or tea maker, toasters, telephone sets, video phones, cordless handsets, cell phones, facsimile machineay, teleprinters, microphones, loudspeakers, headphones, earphones, dictating machines, telephone answering machines, cameras, television cameras, burglar or fire alarms and similar apparatus, semiconductors, chips, printed circuit boards, semiconductors, integrated. circuits, memory chips, connectors, resistors, rectifiers capacitors, digital meters, micro circuits and related components, electronic calculators, diodes, transistors and allied items, electronic typewriters and printers, word processors, mini and micro computers, terminals, computer peripherals, photocopy and photographic equipments, calculators, watches and clocks and components and parts of all of the aforegoing and accessories thereto.

2. To procure any parts, components, equipments, and machineries necessary for, the manufacturer, assembling, alteration, import, export, marketing, trading, distribution, hiring, exchange, buying, servicing, remodelling, fabrication, supply, designing, manipulation, improvement, preparation, installation, maintenance, repairing and dealing of all the products mentioned in the foregoing object and components and parts of all of the aforegoing and accessories thereto.

3. To plan, construct, equip and operate plants and to engage in any and all other activities or businesses which are related directly or indirectly, to the attainment of the foregoing objects.

4. To provide comminunication solution. Value added services, manufacture, assemble, install, produce, purchase, sell, design, develop, repair, procure, import, export, distribute, hire or let on hire, lease, supply, render service, operate, extend customer support and otherwise deal in:

☆*The Company was converted fromPrivate Limited to Public Limited vide resolution passed by the shareholders in their extra-ordinary General Meeting held on 11th November 2024 and consequently, the word private was removed from the name of the Company.*

(a) The entire range of telecommunication products and system such as (but not limited to) public switching, transmission products, wireless product, private switching, data communication products, optical fibre products, business communication products etc. including assemblies and sub assemblies, part and components, peripherals, accessories and allied equipment's relating to power supply, commissioning and installation, cable laying and related civil work.

(b) All things, items, componmts, spare parts, apparatuses, frames tools, appliances implements of raw materials capable of being used in connection with the manufacture, maintinance or working of any of the items mentioned in (4)(a) above.

(c) All activities or services in connection with item listed in (4)(a) & (b) above.

5. To engage in the business of commercial laundry and cleaning services, supplies, equipment and related businesses. Also, to carry on business of launderettes washing machines, drying machines and dry cleaning machines and deal in and hire of washing machines, drying machines and dry cleaning machines and ancillary plant and equipment of every description and also to carry on the business repair of all article. To operate, supply, lease, hire, buy, sell or in deal in all automatic machineries of all descriptions including but not limited to gaming machines, automatic slot machines, laundry machine, car washing and to act as manufacturer's representative in connection with the same

6.☆ To Give on Rent, or on lease, license or in any other manner, electronics products and/or services including Water Purifier, Refrigerator, Washing Machine, Airconditioner, Color Television or any other manufactured, or traded, imported products of the Company including accessories to any person, in consideration of Lease/License Rental or Rent or may be defined with any other term in whatsoever name called for a period as may be decided from time to time

B) Matters which are necessary for furtherance of the specified in III (A) are:-

To do all and everything necessary, suitable, proper, incidental or conducive to the accomplishment of the foregoing object and to do every other act or things incidental or appurtenant to or arising out of or connected with the foregoing object, provided the same be lawful, including the following:

1) To purchase, improve, devlop, exchange, lease or otherwise acquire, manage and dispose off land, building, machinery, plant, equipment, spare parts, raw materials, natural fuel, supplies and related goods and services necessary and/or incidental to the development, ownership, constructions, management, operation and maintenance of the planats.

2) To sell and mortage and otherwise in any manner deal with or dispose off the property, assets or undertakings of the Company or any part thereof, for such consideration as the Company may think fit and in particular for share, stocks, debenture and other securities, of any other Company having objects altogether or in part similar to those of the Company.

3) To establish and maintain housing, transportation, communicatlon and utility lines, roads and other requisite logistic facilities for the construction, operation and maintenance of the plant.

4) To secure, subject to the laws of lndia, foreign equity and technical collaboration for the development, ownership, construction, operation and maintenance of the plant.

5) To obtain loans, credit and financial facilities in local and/or foreign currency from banks and other financial institutions operating in India and, subject to the laws of lndia financing from international sources, proreeds of which are to be used for the development, ownership, construction, operation and maintenance of the plant.

☆*The Company has amended the main object vide resolution passed by the shareholders in their extra-ordinary General Meeting held on 08th April 2024 by inserting point no 6 under Clause III (A)*

6) To secure loans, credit and financial facilities obtained for the development, ownership, construction, management, operation and maintenance of the plant by and mortgages, charges, hypothecation and other encumbrances on the property and assets, immovable and intangible, of the Company in such manner and on such terms and conditions as the directors of the Company may determine or approve.

7) To enter into any arrangement or agreement with any person for the purchase of climate control systems for the plant.

8) To enter into contracts for the purchase of fuel for the plant, for construction of the plant, for operation and maintenance of the plant and other agreements as may be necessary in the conduct and furtherance of business of the Company and to take all actions before competent forums of redress for the enforcement of such agreements and contracts.

9) To take out any insurance that the Company deems necessary or appropriate in connection with the ownership, construction, operation and maintenance of the plant and to pay the premium thereof.

10) To search and apply for and to obtain from the Union of India and any other authority, agency or governmental body, any licenses, concessions, contents, permits, grants, decrees, rights, powers and privileges useful or helpful in connection with the business of the Company; and to enter into any arrangement or agreement with any of the aforesaid entities, or any other person to accomplish this objective.

11) To undertake efforts to promote or modify laws, regulation and policies and where required to seek like dispensation from any government or public authority or any corporation or private persons, or any foreign government, authority or person to further the development, ownership, construction, management, operation or maintenance of the plant and to oppose by legal means within or outside India any actions or measures as are taken by any governmental or other authority which the Company considers likely to adversely affect the development, ownership, construction, management, operation or maintenance of the plant and to obtain or endeavor to obtain from any governmental or other public authority and charter, contracts, rights, grants, loans, subsidies, privileges, concessions, indemnities, sanctions, or consents as the Board of Directors may think proper for the development, ownership, construction, operation or maintenance of the plant.

12) To guarantee the payment of money unsecured or secured by or pay able under or in respect of promissory notes, bonds, debentures, debenture stocks, contracts, mortgages, charges, obligations, instruments and securities of any Company or any authority, supreme, municipal, local or otherwise or of any person whomsoever, whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts to obligations.

13) To institute and defend for promoting or protecting the interests of the Company in any legal forum or proceedings, enter into arbitration agreements and refer disputes to arbitration pay, satisfy or receive payments in respect of or compound or compromise any claim, demand, action, suit or proceedings of any nature made or brought by or against the Company.

14) To support and subscribe to any charitable and benevolent funds and any institutions, society or club which may be for the benefit of the Company or its employees, or may be connected with or for the benefit and welfare of any town or place where the Coinpany carries on business subscribe or contribute or otherwise to assist or to guarantee money to charitable benevolent, religious scientific, national, public, or any other useful institutions, objects and purposes or for any exhibition to give pensions, gratuities or charitable aid and provide for welfare to any persons who may have been employees, officers or Directors of or may have served the Company, or the spouses, widows/widowers, children or other relatives or dependents of such persons to make payments towards insurance and to form and contiibute to provident, gratuity, pensions and superannuation funds for the benefit of any such persons or of their spouses, widows/widowers, children or other relatives or dependents.

15) To establish and maintain or procure the establishment and maintenance of any contributory or noncontributory pension or superannuating funds for the benefit of or procure the giving donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employments or service of the Company, or of any company which is a subsidiary of the Company or is allowed to associate with the company or with any such subsidiary company, or who are or were at any time Directors or Officers of the Company, or of any other Company. as aforesaid, and the spouses, widows/widowers, families and dependents of any such persons, and also establish and subsidies and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and to any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

16) To establish, provide, maintain and conduct or otherwise subsidise, research, laboratories, experimental stations, workshops and libraries for scientific, industrial and technical research and experiments to undertake and carry on scientific, industrial, economic and technical research, surveys and scientific and technical by providing, subsidizing, endowing or assisting laboratories, colleges, universities, workshops, libraries, lectures, meeting, exhibitions and conference and by providing for the remuneration to scientists, scientific or technical professors or teachers and the award of scholarships, grants and prizes to students, research workers and inventors or otherwise and generally to encourage, promote and reward studies, research, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any of the business of the company.

17) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.

18) To aid, pecuniarily or otherwise, any associations, body or movement having for any object, the solution, settlement, or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.

19) To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising in the press, public places, and theatres, by radio, by television, by circulars, by purchase and exhibitions of works of art of interest, by publication of books, pamphlets bulletins or periodicals, by organizing or participating in exhibitions and by granting prizes rewards and donations.

20) As may be necessary or appropriate in connection with the development, ownership, construction, management, operation or maintenance of the plant, to sell, exchange, mortgage or let on lease all or any of the property of the Company and do grant licenses, easements, options, or other rights over the same and to accept such consideration as may be deemed fit for the same, but not toact as a leasing Company

21) To construct, purchase, lease or otherwise acquire and provide, presedential accomodation, recreational, educational and medical facilities for persons engaged and employed for the business of the Company.

22) In connection with business of the Company to draw, make, accept, discount, endorse, execute, and issue promissory notes.bills of exchange, hundies, bills of lading and only in connection with the business of the Company to advance, deposit with or lend money, securities or property to such governmental or other authority, person, firm or Company and on such terms with or without security, as the Company deems fit but in any event not to carry on the business of banking or insurance,

23) To invest inaccordance with law any surplus moneys of the Company not for the time being required and to hold, sell or otherwise deal with such investments, but not to act as an investment Company.

24) To establish promote or concur in establishing or promoting any Company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly, calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company.

25) To vest any immovable property, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared Trust in favour of the Company.

26) To subscribe for, take or otherwise acquire and hold shares, stocks, debentures or other securities, of any other company having objects altogether or in part similar to those of the Company, or carrying on any business capable of being conducted so as, directly or indirectly, to benefit the Company.

27) To pay, or satisfy the consideration for any property, rights, shares, securities or assets whatsoever which the Company is authorized to purchase or otherwise acquires either by payment in cash or by the issue of shares, or other securities of the Company or in such other manner as the Company may agree or partly in one mode and partly in another or others.

28) To create any depreciation fund, reserve fund, sinking fund, insurance fund, or any special or other fund whether for depreciation, or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purposes whatsoever conducive to the interest of the Company.

29) To place, to reserve, or to distribute as bonus shares among the members or otherwise to apply moneys received by way of premium on shares or debentures issued at premium by the Company or any moneys received in respect of or arising from the sale of forfeited shares.

30) To act as agents or brokers and as trustees for any person or company and to undertake and perform subcontracts for attaining the, main objects of the Company.

31) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging social and moral responsibilities of the Company to the public or any section of the public as also may activity likely to promote national welfare or social, economic or moral uplift of public or any section of the public and in such manner and by such means and without prejudice to the generality of foregoing, undertake, carry out, promote and sponsor any activity for publications of any books, literature, newspapers, etc or for giving merit awards for giving scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to proceed with their studies or academic pursuits of researches and for establishing conducting or assisting any institution, fund trust etc. having any one of the aforesaid objects as one of its objects, by giving donations or otherwise in any other manner and in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair concessional value and subject to the provisions of Companies Act divest the ownership of any property of the Company to or in favour of any public or local body or Authority or State Government or Central Government or any Public Institutions or Trusts or Funds, or organizations or persons as the Director may approve.

32) To acquire and undertake all or any part of the business, properties and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorized to carry on or possessed of property suitable for the purpose of the Company, or which can be carried on in conjuction there with and to subsidize or assist any such person or company financially or otherwise and in particular by subscribing for or guaranteeing the subscription of shares, stocks, debentures, debenture stocks of other securities of such company.

33) To pay all the costs, charges and expenses of and incidental to the promotion formation, registration and establishment of the Company and the issue of its Capital including any underwriting or other commissions, broker's fees and other charges and to remunerate by cash or allotment of fully or partly paid, shares to any person, firm or company for services rendered in interdicting any property or business to the Company. or in placing, assisting to place or guaranteeing the subscription of any shares, debentures, debenture stocks, or other securities of the company or in or about the formation or promotion of the Company or the acquisition of property by the Company of the conduct of its business or for any other reason which the Company may think proper subject to provisions of Section 188 of the Act.

34) To borrow or raise or secure the payment of money, or to receive money on deposit at interest for any of the purposes of the Company, and at such or times and in such manner as may be thought fit in particular by the issue of debenture or debenture stocks, perpetual or otherwise, including debentures or debenture stocks convertible into shares of the Company or any other Company or perpetual annuities and as securities for any such money so borrowed, raised or received or of any debenture stocks so issued to mortgage, pledge or charge the whole or any part of the property, assets or revenue and profits of the Company, present or future, including its uncalled Capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust to give the lenders power of sale and other powers as may seem expedient, and to purchase, redeem, or pay off any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the Company or any other or Company as the case maybe. The Company shall not carry on banking business as defined under the Banking Regulation Act, 1949 and subject to provisions of Section 73 of the Companies Act and directives of RBI.

35) To amalgamate with any company or companies or, to amalgamate, enter into partnership or into any arrangement for sharing of profits, amalgamation, union of interest, cooperation, joint ventures, reciprocal concessions or otherwise with any person, firm or company carrying on or engaged in or about to carry on or engage in similar business.

36) To procure the Company to be registered or recognized in any foreign county or place.

37) To distribute any of the properties of the Company amongst members in specie otherwise subject to the provisions of Companies Act, 2013 and the Rules made thereunder in the event of winding up.

38) To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare, or the uplift of the public in any rural area and to incur any expenditure on any "Programme of rural development" and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.

39) To act and render services of all kinds and nature as consultants, experts and consulting engineers and to acquire or sell or transfer technical and managerial information, know how, processing, manufacturing, operations and commercial data, layouts, blueprints, erection and operation of any plant or process of manufacture and to acquire and grant or license other rights and benefits and to prepare the submit schemes for setting up industries of all sizes and types for promoting the business of the Company.

40) To import raw materials, finished products and any other goods that would aid The Company in developing, desigining, constructing, completing, managing operating or maintaining the plant

41) To obtain protect, prolong and renew any patent rights, trade mark, licenses, concessions and the like conferring any exclusive, non-exclusive or limited rights to use any information, invention, process or privilege which may seem capable of being used in connection with the construction, management, operation and maintenance of the plant and to support research and development in the science and technology employed for the generation of electricity.

42) To open, operate and maintain accounts of the Company, whether in local or foreign currency, with banks and other financlal institutions within and out side lndia, Subject to law for the time being in force for retaining, holding and conveying funds of the Company.

43) To hire engage or employ technical, professional advisors, consultants and experts to secure guidance, advice or reports in connections with the affairs of the Company and to otherwise hire, engage or employ from time to time such other personnel, staff and workers as may be necessary or expedient for conduct and furtherance of the business of the Company.

44) To adopt and ratify the action taken or things done for the promotion of the Company and for the development for the plant prior to incorporation of the Company and to reimburse any expenses incurred in such behalf upto the date of commencement of business of Company.

45) To do all or any of the above things all such other things as are incidental or may be thought conductive to the attainment of above objects or any of them in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

Notwithstanding anything contained in the foregoing clauses of this Memorandum of Association, the Company shall not carry on, and nothing herein shall be constructed as empowering the Company, to carry on, undertake or in dulge in the business of banking, as defined under the Banking Regulation Act, subject to provisions of Section 73 of the Company Act and directives of RBI. or any unlawful operations.

IV. The liability of the members is limited.

V. The Authorised Share Capital of the Company is Rs. 15,00,00,00,000 (Rupees Fifteen Hundred Crore only) divided into 1,50,00,00,000 (One Hundred Fifty Crore only) equity shares of Rs. 10/- (Rupees Ten only) each. ☆

☆ *The Authorised Capital of the Company was increased from Rs. 1,15,00,00,000 (Rupees One Hundred & Fifteen Crore only) to Rs. 15,00,00,00,000 (Rupees Fifteen Hundred Crore only) vide shareholders resolution passed on 18th October 2024.*

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

Name, Description, Occupation and Addresses of Subscription	Number of and type of Shares	Signatures of Subscribers	Signature of witness with Address and Occupation
Sonu Soni D/o S.S.Soni 176, Mall Aptts., Mall Road, Delhi-110054 (Chartered Accountant)	One	Sd/-	1 witness signatures of both subscribers.
Vijay S. Iyer S/o S.S. Iyer 628, Asiad Village, New Delhi (Chartered Accountant)	One	Sd/-	(Narendra Singhania) FCAM.No. 87931 S/o Sh. S.S. Singhania 1318, Ansal Tower 38, Nehru Place NewDelhl- 110019.
Total	Two Equity Shares		

Date: 14.1.1997

Place: New Delhi.

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF LG ELECTRONICS INDIA LIMITED
(Incorporated under the Companies Act, 1956)

This set of Articles of Association has been adopted by our Board of Directors pursuant to a resolution dated **8th November 2024** and approved pursuant to the provisions of Section 14 of the Companies Act, 2013 and by a special resolution passed at the Extraordinary General Meeting of LG Electronics India Limited (the "**Company**") held on **11th November 2024** These Articles have been adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

APPLICABILITY OF TABLE F

Subject as hereinafter provided and in so far as these presents do not modify or exclude them the regulations contained in Table 'F' of Schedule I of the Companies Act, 2013, as amended from time to time, shall apply to the Company only so far as they are not inconsistent with any of the provisions contained in these Articles or modification thereof or are not expressly or by implication excluded from these Articles.

Definition and interpretation

1. In these regulations-

    (a) "**the Act**" means the Companies Act, 2013, including the rules and regulations framed thereunder, from time to time, and includes any statutory modification(s) or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable;

    (b) "**the seal**" means the common seal of the company.

    (c) "**Company**" means LG Electronics India Limited.

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

    (e) "**Equity Share Capital**" means in relation to the Company, its equity share capital within the meaning of Section 43 of the Act, as amended from time to time.

    (f) "**Preference Share Capital**" means in relation to the Company, its preference share capital within the meaning of Section 43 of the Act, as amended from time to time.

    (g) "**Shares**" means the shares of the Company issued from time to time and carrying the rights as set out in these Articles including preference shares and the Equity Shares.

    (h) "**Share Capital**" means the Equity Share Capital and Preference Share Capital of any face value together with all rights, differential rights, obligations, title, interest and claim in such Shares and includes all subsequent issue of such Shares of whatever face value or description, bonus Shares, conversion Shares and Shares issued pursuant to a stock split or the exercise of any warrant, option or other convertible security of the Company

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.

Public Company

The Company is a public company within the meaning of the Act.

Share capital and variation of rights

3. The authorized Share Capital of the Company shall be as per Clause V of the Memorandum of Association with the power to increase or reduce or re-classify such capital from time to time in accordance with the Articles and the legislative provisions for the time being in force in this regard and with the power also to divide the Shares in the Share Capital for the time being into Equity Share Capital and Preference Share Capital and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions, in accordance with the provisions of the Act and these Articles.

4. Subject to the provisions of the Act and these Articles, the Shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and with the sanction of the Company in General Meeting give to any person the option or right to call for any shares either at par or at a premium during such time and for such consideration as the Board of Directors think fit and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

5. (i) Every person whose name is entered as a member in the register of members, subject to the Act and other applicable laws, 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, -

   i. one or more certificates for all his Shares in marketable lots for all the Shares of each class or denomination registered in his name, without payment of any charges; or

   ii. several certificates, if the Board so approves (upon paying such fee as the Board so determines, subject to a maximum of twenty rupees), each for one (1) or more of such Shares, and the Company shall complete and have ready for delivery such certificates within 2 (two) months from the date of allotment, unless the conditions of issue thereof otherwise provide or within 1 (one) month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its Shares as the case may be.

   Provided that this shall be signed by two Directors or one Director and the company secretary and shall be in such form as prescribed under sub-section (3) of section 46 of the Act.

   (ii) 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.

6. (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, or in case of sub-division or consolidation of Shares, 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 the execution of such indemnity as the Company deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. Provided that no fee shall be charged for issue of new certificates in

replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer or in case of sub-division or consolidation of Shares.

(ii) The provisions of this Article shall *mutatis mutandis* apply to debentures of the Company.

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

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

9.

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

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

10. (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 of the Act, 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 to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be as per the applicable provisions of the Act.

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

12. Subject to the provisions of section 55 of the Act and rule 9 of the Companies (Share Capital and Debentures) Rules, 2014, any preference Shares may be issued on the terms that they are to be redeemed on such terms and in such manner as the Company may determine before the issue of the Shares, by way of a special resolution.

13. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise, if permissible under the Act, and may be issued on the condition that they shall be convertible into Shares of any denomination and with any privileges and conditions as to redemption, surrender, drawings, allotment of Shares, attending (but not voting) at General Meetings, appointment of Directors and otherwise. Debentures with the rights to conversion into or allotment of Shares shall not be issued except with the sanction of the Company in General Meeting by a special resolution and subject to the provisions of the Act.

Further Issue of Shares

14. (1) Where at any time, it is proposed to increase the subscribed Share Capital of the Company by the issue of further Shares, such Shares shall be offered, subject to the provisions of section 62 of the Act, and the rules made thereunder -

(a) to the persons who, on the date specified under applicable law, are holders of the equity

Shares of the Company, in proportion, as nearly as circumstances admit, to the paid-up Share capital on those Shares by sending a letter of offer subject to the following conditions, namely:

(i) the offer shall be made by notice specifying the number of Shares offered and limiting a time not less than fifteen (15) days or such lesser number of days as may be prescribed and not exceeding thirty (30) days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;

(ii) the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the Shares offered to him or any of them in favour of any other person; and the notice referred to in clause (i) hereof shall contain a statement of this right;

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

(b) to employees under a scheme of employees' stock option, subject to special resolution passed by the Shareholders of the Company and subject to such conditions as prescribed in the Act; or

(c) A further issue of Shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with Section 42 and Section 62 the Companies Act, 2013 and the Rules.

(2) The notice referred to in sub-clause (i) of clause (a) of sub-clause (1) shall be dispatched through registered post or speed post or through electronic mode or courier or any other mode having proof of delivery to all the existing Shareholders at least 3 (three) days before the opening of the issue or such other period prescribed under applicable law.

(3) Nothing in this Article shall apply to the increase of the subscribed capital of a Company caused by the exercise of an option attached to the debentures issued or loan raised by the Company to convert such debentures or loans into Shares in the Company.

Provided that the terms of issue of such debentures or the terms of such loans containing such option have been approved before the issue of such debentures or the raising of loan by a special resolution passed by the Company in a general meeting.

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

Provided that where the terms and conditions of such conversion are not acceptable to the Company, it may, within 60 (sixty) days from the date of communication of such order, appeal to the Tribunal which shall after hearing the Company and the Government pass such order as it deems fit.

(5) In determining the terms and conditions of conversion under sub-clause (4), the Government shall have due regard to the financial position of the Company, the terms of issue of debentures or loans, as the case may be, the rate of interest payable on such debentures or loans and such other matters as it may consider necessary.

(6) Where the Government has, by an order made under sub-clause (4), directed that any debenture or loan or any part thereof shall be converted into Shares in the Company and where no appeal has been preferred to the Tribunal under sub-clause (4) or where such appeal has been dismissed, the Memorandum of Association of the Company shall, where such order has the effect of increasing the authorized Share Capital of the Company, be altered and the authorized Share capital of the Company shall stand increased by an amount equal to the amount of the value of Shares which such debentures or loans or part thereof has been converted into.

Dematerialization Of Shares

15. The Company shall be entitled to treat the person whose name appears on the register of members as the holder of any Share or whose name appears as the beneficial owner of Shares in the records of the Depository as the absolute owner thereof. The register and index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be a register and index of members for the purposes of the Act.

Provided however that provisions of the Act or these Articles relating to distinctive numbering shall not apply to the Shares of our Company, which have been dematerialized.

16. Notwithstanding anything contained herein, our Company shall be entitled to dematerialize its Shares, Debentures and other Securities pursuant to the Depositories Act and offer its Shares, Debentures and other Securities for subscription in a dematerialized form. The Company shall be further entitled to maintain a register of members with the details of members holding Shares both in material and dematerialized form in any medium as permitted by Law including any form of electronic medium.

17. Every person subscribing to the Shares offered by the Company shall receive such Shares in dematerialized form. Such a person who is the beneficial owner of the Shares can at any time opt-out of a Depository, if permitted by the Law, in respect of any Shares in the manner provided by the Depositories Act and the regulations made thereunder and our Company shall in the manner and within the time prescribed, issue to the beneficial owner the required certificate of Shares.

18. If a person opts to hold his Shares with a depository, our Company shall intimate such Depository the details of allotment of the Shares, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the beneficial owner of the Shares.

19. All Shares held by a depository shall be dematerialized and shall be in a fungible form.

(a) Notwithstanding anything to the contrary contained in the Act or the Articles, a depository shall be deemed to be the registered owner for the purposes of effecting any transfer of ownership of Shares on behalf of the beneficial owner.

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

20. Every person holding Shares of our Company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be the owner of such Shares and shall also be deemed to be a Shareholder of our Company. The beneficial owner of the Shares shall be entitled to all the liabilities in respect of his Shares which are held by a Depository.

21. Notwithstanding anything in the Act or the Articles to the contrary, where Shares are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of disks, drives or any other mode as prescribed by law from time to time.

22. In the case of transfer of Shares or other marketable Securities where our Company has not issued any certificates and where such Shares or Securities are being held in an electronic and fungible form, the provisions of the Depositories Act shall apply.

Lien

23. (i) The Company shall have a first and paramount lien—

(a) on every Share (not being a fully paid Share or debentures), registered in the name of each member or holder, respectively (whether solely or jointly with others) to the extent of monies called or payable in respect thereof, and upon the proceeds of sale thereof for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that Share or debenture; and

(b) on all Shares or debentures (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: and no equitable interest in any Share or debenture shall be created except upon the footing and condition that this Article will have full effect.

Provided that fully paid up Shares shall be free from all liens and in respect of any partly paid Shares/ debentures of the Company, the lien, if any, shall be restricted to moneys called or payable at a fixed time in respect of such Shares/ debentures.

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

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

24. Subject to provision of the Act, 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—

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

ii. until the expiration of fourteen (14) 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 or otherwise.

25. (i) To give effect to any such sale, the Board may authorise some person to transfer the Shares sold to the purchaser thereof.

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

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

26. (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.

27. The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities, including debentures, of the Company.

Calls on Shares

28. (i) Subject to the provision of the Act, the Board may, from time to time, make calls as it thinks fit upon the members in respect of any monies unpaid on their Shares (whether on account of the nominal value of the Shares or byway 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.

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

29. The Board of Directors may, when making a call by resolution, determine the date on which such call shall be deemed to have been made, not being earlier than the date of resolution making such call, and thereupon the call shall be deemed to have been made on the date so determined and if no such date is so determined 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.

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

31. (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 from time to time.

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

32. (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.

33. The Board—

i. may, subject to the provisions of section 50 of the Act, if it thinks fit, agree to and receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any Shares held by him; and

ii. 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.

Provided that the amount paid in advance of calls on any Share may carry interest but shall not confer a right to dividend or to participate in profits.

The member shall not be entitled to any voting rights in respect of the monies so paid by him until the same would but for such payment, become presently payable.

The provisions of these Articles shall *mutatis mutandis* apply to the calls on debentures of the Company.

Transfer of Shares

34. (a) The instrument of transfer of any Share in the Company shall be executed by or on behalf of both the transferor and transferee.

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

(c) The Company shall use a common form of transfer.

(d) The instrument of transfer shall be in writing and all the provisions of section 56 of the Act and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of Shares and the registration thereof.

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

i. the transfer of a Share, not being a fully paid Share, to a person of whom they do not approve; or

ii. any transfer of Shares on which the Company has a lien.

35. Subject to the provisions of the Act, these Articles and any other applicable Law for the time being in force, the Board may, at its own absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of Shares, not being a fully paid Share, to a person of whom they do not approve, and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases, the Board shall within 30 (thirty) days from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration or transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the Company has a lien on the Shares. Transfer of Shares/debentures in whatever lot shall not be refused.

Subject to the provisions of the Act, these Articles and any other applicable Law for the time being in force, the Board may decline to recognize any instrument of transfer unless—

i. the instrument of transfer is in the form as prescribed in rules made under sub-section (*1*) of section 56 of the Act;

ii. 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

iii. the instrument of transfer is in respect of only one class of Shares.

Provided that where the securities are dealt with in a depository, the Company shall intimate the details of allotment of securities to depository immediately on allotment of such securities.

36. Where in the case of partly paid Shares, an application for registration is made by the transferor alone, the transfer shall not be registered, unless the Company gives the notice of the application to the transferee in accordance with the provisions of the Act and the transferee gives no objection to the transfer within the time period prescribed under the Act.

37. On giving not less than seven days' prior notice in accordance with section 91 of the Act and rules made there under or such other period as required under applicable law, 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.

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

Transmission of Shares

39. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons 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.

40. (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 –

i. to be registered himself as holder of the Share; or

ii. 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.

41. (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.

42. 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 90 (ninety) days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the Share, until the requirements of the notice have been complied with.

43. The provisions of these Articles, shall, *mutatis mutandis*, apply to the transfer of or the transmission by law of the right to any securities including, debentures of the Company.

Forfeiture of Shares

44. If a member fails to pay any call, or installment of a call or any money due in respect of any Share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or 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 and all the expenses that may have been incurred by the Company by reason of non-payment.

45. The notice aforesaid shall -

i. 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

ii. 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.

46. 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.

47. (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.

48. (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. All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment of realization.

(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.

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

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

(iii) The transferee shall there upon 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.

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

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

Alteration of capital

52. 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.

53. Subject to the provisions of section 61 of the Act, the Company may, by ordinary resolution, -

(a) increase its authorized Share capital by such amount as it thinks expedient;

(b) consolidate and divide all or any of its Share capital into Shares of larger amount than its existing Shares;

(c) convert all or any of its fully paid-up Shares into stock, and reconvert that stock into fully paid-up Shares of any denomination;

(d) sub-divide its existing Shares or any of them into Shares of smaller amount than is fixed by the memorandum;

(e) cancel any Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

54. Where Shares are converted into stock, -

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

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

ii. the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the Shares 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.

iii. 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.

55. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law, -

i. its Share capital;

ii. any capital redemption reserve account; or

iii. any Share premium account.

Capitalisation of profits

56. (i) The Company in general meeting may, upon the recommendation of the Board, resolve:

i. 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

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

(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 the way 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.

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

i. make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid Shares if any; and

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

(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 authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further Shares to which they may be entitled upon such 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

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

Borrowing Powers

59. Subject to the provision of section 180 (1) (c) of the Act and these Articles and without prejudice to the other powers conferred by these Articles, the Directors shall have the power from time to time at their discretion, by a resolution passed at a meeting of the Board and not by circular resolution, to borrow monies provided that the total amount borrowed at any time together with the monies already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not, without the consent of the Company in the General Meeting, exceed the aggregate of the paid-up capital of the Company and its free reserves and securities premium account, that is to say, reserves not set apart for any specific purpose. Such consent shall be obtained by a special resolution which shall provide for the total amount up to which monies may be borrowed by the Board. The expression "temporary loans" in this Article means loans repayable on demand or within six (6) months from the date of the loan such as short term loans, cash credit arrangements, the discounting of bills and the issue of other short-term loans of seasonable character but does not include loans raised for the purpose of financing expenditure of a capital nature.

60. Subject to the provisions of the Act and these Articles, the Directors may by a resolution passed at a meeting of the Board and not by circular resolution, secure the payment of such sum or sums in such

manner and upon such issue of bonds, perpetual or redeemable debentures or debenture stock, or any mortgage or charge or other security on the undertaking of the whole or any part of the property, undertaking of the Company (both present and future). Provided that consent of the members by way of special resolution would be necessary for security to be created on whole or substantially whole of the undertaking.

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

62. Debentures, debenture-stock, bonds or other Securities may be made assignable, free from any equities between the Company and the person to whom the same may be issued.

63. Subject to the provisions of the Act and these Articles, any bond, Debentures, debenture - stock or other Securities, may be issued at par, premium or otherwise and with any special rights, privileges and conditions as to redemption, surrender, drawings, allotment of Shares, attending (but not voting) at a General Meeting, appointment of Directors or otherwise. Provided that the Debentures with the right to allotment of or conversion into Shares shall not be issued except with the sanction of the Company in a General meeting by a special resolution.

64. The Board shall cause a proper Register to be kept in accordance with the provisions of the Act, of all mortgages, Debentures and charges specifically affecting the property of the Company including all floating charges on current assets of the Company and fixed charges on the undertaking or any property of the Company, and shall cause the requirements of the Act in relation to charges be duly complied with.

General meetings

65. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year, which shall be in accordance with the provisions of the Act. All general meetings other than annual general meeting shall be called extraordinary general meetings in accordance with the Act.

66. (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, subject to applicable law.

(iii) Subject to section 101 of the Act, a general meeting may be called by giving to the members a clear 21 (twenty-one) days' notice either in writing or through electronic mode to all members, directors and the auditor(s) of the Company, specifying the manner, place, date, day and the hour of the meeting, with a statement of the business to be transacted at the meeting.

Provided that a General Meeting may be called after giving a shorter notice if consent, in writing or by electronic mode is accorded thereto in accordance with the Act and other applicable law.

(iv) The members of the Company may participate and vote in person or through telephone or video conference, other audio-visual means or any other means of contemporaneous communication, in the manner permitted under the Act and other applicable law (including any circulars and notifications issued by the applicable governmental authorities) from time to time. Participation in such meeting, to the extent permitted under the Act and other applicable law, shall constitute attendance and presence in person at the meeting of the member so participating to the extent permitted.

Proceedings at general meetings

67. (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 of the Act or other requirements under applicable law and the presence of members by video conference or by other audio visual means, to the extent permitted under the Act and other applicable laws, shall also be counted for the purpose of calculating quorum of general meeting.

(iii) In the event a quorum as required herein is not present within 30 (thirty) minutes of the appointed time, then subject to the provisions of section 103 of the Act, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other date and such other time and place as the Board may determine, provided that the agenda for such adjourned general meeting shall remain the same. The said general meeting if called by requisitionists under section 100 of the Act shall stand cancelled.

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

69. If there is no such Chairperson, or if he is not present within 15 (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.

70. If at any meeting no director is willing to act as Chairperson or if no director is present within 15 (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

71. (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 30 (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

72. Subject to any rights or restrictions for the time being attached to any class or classes of Shares:

i. unless a poll is demanded or the voting is carried out electronically, on a show of hands, every member holding Equity Shares and present in person shall have one vote; and

ii. on a poll, every Member holding Equity Shares therein shall have voting rights in proportion to his Share in the paid-up equity Share capital of the Company.

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

74. (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.

75. 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.

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

77. 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.

78. (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.

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

Proxy

79. 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.

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

81. 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

82. Subject to the provisions of the Act, the number of Directors shall not be less than 3 (three) and more than 15 (fifteen). The Company may appoint more than 15 (fifteen) directors after passing a special resolution.

83. The following shall be the first directors of the Company:

1. Vijay Iayer
2. Sonu Soni

84.

(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, fees and/or commission 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.

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

85. The Directors shall not be required to hold any qualification Shares.

86. The Company may exercise the powers conferred on it by section 88 of the Act with regard to the keeping of a foreign register, and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

87. 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.

88. 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.

89.

(i) Subject to the provisions of section 149 of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(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

90.

(i) Subject to section 173 of the Act, the Board of Directors shall meet at least four (4) times a year, with a maximum gap of one hundred and twenty (120) days between two (2) meetings of the Board for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it think fit in accordance with the Act. Place of meetings of the Board shall be at a location as specified in the notice convening the meeting.

(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.

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

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

88A. Subject to the provisions of the Act and the rules made thereunder, Directors may participate in a meeting of the Board in person or telephonically, or through video conference, other audio visual means, or any other means of contemporaneous communication as may be prescribed under the Act and other applicable laws (including any circulars and notifications issued by the applicable governmental authorities) from time to time.

88B. The quorum for each Board Meeting shall be as provided in Section 174 of the Act, and the presence of Directors by video conference or by other audio visual means shall also be counted for the purposes of calculating quorum for a Board meeting, to the extent permitted under the Act and other applicable laws.

91. 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.

92.

(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. The managing director or chief executive officer (if the chief executive officer is also an executive director) of the Company may be the chairperson.

(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 member to be Chairperson of the meeting.

93.

(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.

94. (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.

95. (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.

96. 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.

97. 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

98. 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 thinks 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.

99. 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.

The Seal

100.

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

(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 authorised 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

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

102. Subject to the provisions of section 123 of the Act, 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.

103.

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

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

104. Subject to the rights of persons, if any,

(i) 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.

(ii) All dividends shall be declared and paid according to the amounts paid or credited as 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 Shares.

(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.

105. 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.

106.

(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 or in any other mode permitted under applicable law.

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

107. 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.

108. 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.

109. No dividend shall bear interest against the Company.

110. Where a dividend has been declared by the Company but has not been paid or claimed within thirty days from the date of the declaration to any Shareholder entitled to the payment of the dividend, the Company shall, within seven days from the date of expiry of the said period of 30 (thirty) days, transfer the total amount of dividend which remains unpaid or unclaimed to a special account to be opened by the Company in that behalf in any scheduled bank to be called the 'Unpaid Dividend Account'.

111. Any money transferred to the 'Unpaid Dividend Account' of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company along with the interest accrued, if any, to the Fund known as Investor Education and Protection Fund established under section 125 of the Act. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law. All other provisions under the Act will be complied with in relation to the unpaid or unclaimed dividend.

Accounts

(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 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

112. Subject to 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.

(iv) Any person who is or has been a Director or manager, whose liability is unlimited under the Act, shall, in addition to his liability, if any, to contribute as an ordinary member, be liable to make a further contribution as if he were at the commencement of winding up, a member of an unlimited company, in accordance with the provisions of the Act.

Indemnity

113. 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.

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

Secrecy Clause

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

General Authority

116. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company cannot carry out any transaction unless the Company is so authorized by its Articles then in that case, these Articles hereby authorize and empower the Company to have such rights, privilege or authority and to carry out such transaction as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

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

Name, Description, Occupation and Addresses of Subscription	Number of and type of Shares	Signatures of Subscribers	Signature of witness with Address and Occupation
Sonu Soni D/o S.S.Soni 176, Mall Aptts., Mall Road, Delhi-110054 (Chartered Accountant)	One	Sd/-	1 witness signatures of both subscribers.
Vijay S. Iyer S/o S.S. Iyer 628, Asiad Village, New Delhi (Chartered Accountant)	One	Sd/-	(Narendra Singhania) FCAM.No. 87931 S/o Sh. S.S. Singhania 1318, Ansal Tower 38, Nehru Place NewDelhl- 110019.
Total	Two Equity Shares		

Date: 14.1.1997

Place: New Delhi.