A/A
11/4/94

Asstt. Supdt. of Stamps,
Gujarat State, Ahmedabad

ARTICLES OF ASSOCIATION

OF

PRISM FINANCE LIMITED

PRELIMINARY

Table 'A' to apply

1. (a) The regulations contained in Table "A", in Schedule I to the Companies Act, 1956, shall be applicable to the Company except in so far as excluded, modified, varied or altered expressly or implicitly or made inapplicable to the Company by the regulations contained herein.

(b) Regulation Nos. 13, 16, 18, 24, 29 to 43, 64, 65, 66 and 71 of Table "A" shall not apply to the Company.

SHARE CAPITAL AND VARIATION OF RIGHTS

Share Capital

2. The Authorised Share Capital of the Company is Rs.5,00,00,000/- (Rupees Five Crores only) divided into 50,00,000 (Fifty Lacs) Equity Shares of Rs.10/- (Rupees Ten only) each with power to increase or reduce the share capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, cumulative convertible, preference, guaranteed, qualified, or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate such rights, privileges or conditions in such manner as may for the time being be provided by these Articles of Association.

Shares at the disposal of the Directors

3. Subject to the provisions of Section 81 of the Companies Act, 1956 and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of Section 79 of the Act) at a discount and at such times, as they may from time to time think fit and with the sanction of the Company in General Meeting to give to any person the call of any shares either at par or at a premium during such time and for such consideration as the directors think fit, and may allot and issue shares in the Capital of the Company in payment or part payment for any property sold and transferred or for services rendered to the Company or 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.

Narender Kumar Bhola

Board may accept surrender of shares

4. Subject to the provisions of Sections 100 to 105 (inclusive) of the Act, the Board may accept from any member on such terms and conditions as shall be agreed a surrender of all or any of his shares.

5. A common form of transfer shall be used for transfer of shares and/or debentures.

6. The Company shall not charge any fees :
   (a) For registration of transfer of shares and debentures;

   (b) For sub-division and/or consolidation of shares and/or consolidation of shares and/or debenture certificates and for subdivision of letters of allotment and split, consolidation, renewal and pucca transfer receipts into denominations corresponding to the market units of trading;

   (c) For sub-division of renounciable letters of Right;

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

   (e) For registration of any Power of Attorney, Probate, Letters of Administration or similar other documents.

   The Company shall not charge any fees exceeding those which may be agreed upon with the Stock Exchange:
   (i) For issue of new certificates in replacement of those that are torn, defaced, lost or destroyed;

   (ii) For sub-division of letters of allotment and split, consolidation, renewal or pucca receipts into denominations other than those fixed for the market units of trading.

Issue of Certificates for Shares/Debentures

7. Subject to the provisions of the Act, the Company shall within three months of Allotment or within one month after receipt of applications for the registration of transfer of any shares and/or debentures complete and deliver the certificate of all shares and debentures.

   The registration of transfer shall not be refused on the ground of the transferror being either alone or jointly with any other person/persons indebted to the Company on any account whatsoever.

The Company not liable for disregard of the notice prohibition registration of transfer

8. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred thereto, in any book of the Company and the Company shall not be bound or required to

regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting to do so though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if Directors shall so think fit.

Directors may refuse to register transfer

9. (a) Subject to the provisions of Section 111 of the Companies Act, and subject to the provisions of the Securities Contract Regulation Act, 1956:

(i) An application for the registration of a transfer of shares may be made either by the transferor or by the transferee;

(ii) It shall be lawful for the Company to refuse to register a transfer of any share, unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company along with the certificate relating to the shares or if no such certificate is in existence along with the letter of allotment of shares. Provided that where on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Directors that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indeminity as the Board may think fit.

(iii) If the company refuses on legal grounds to register the transfer of any shares or transmission of right therein the Company shall within one month by giving reasons from the date on which the instrument of transfer or the intimation of transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission as the case may be.

(iv) Nothing in sub-clause (ii) hereof shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares of the Company has been transmitted by operation of law.

(b) Nothing in Sections 108, 109 and 110 of the Act shall prejudice this power to refuse to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of member in, or debentures of, the Company.

Transfer of Shares/Debentures

10. Transfer of shares/debentures in whatever lot shall not be refused. However, there would be no objection to the Company refusing to split a share certificate/debenture certificate into several scripts of very small denominations or to consider a proposal for transfer of shares/debentures comprised in a share certifiate/debenture certificate to several parties, involving such splitting, if on the face of it such splitting/tranfer appears to be unreasonable

or without a genuine need or a marketable lot. Except as above, the Company shall not refuse transfer of shares/debentures in violation of the stock exchange listing requirements on the ground that the number of shares/debentures to be transferred is less than any specified number.

Registration of persons entitled to shares otherwise than by transfer

11. Subject to the provisions of the Act any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy insolvency of any member, or by any lawful means other than by a transfer in accordance with these Articles may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence that he sustains the character in respect of which he proposes to act under these Articles or of such title as the Board thinks sufficient, either be registered himself as a holder of the shares or elect to have some person nominated by him and approved by the Board registered as such holder; provided nevertheless, that if such person shall elect to have his nominee registered he shall testify the election by executing in favour of his nominee in instrument of transfer in accordance with the provision herein contained, and until he does so, he shall not be freed from any liability in respect of the shares.

12. The fully paid shares shall be free from all lien and that in case of partly paid shares, the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

13. The Company shall have a first and paramount lien upon all the shares (other than fully paid-up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys whether presently payable or not called or payable at a fixed time in respect of such shares and no equitable interest in any shares shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends, bonuses from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares. The Directors may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.

14. The Company shall duly comply the provisions of Section 205-A of the Companies Act, 1956 in respect of a dividend which has been declared by the Company but has not been paid or the warrants in respect whereof has not been posted within forty two days from the date of such declaration to the shareholders entitled to the payment of dividend.

CALLS

Calls

15. (i) The Directors may from time to time by a resolution make calls upon the members in respect of any moneys unpaid on their share provided that each member shall subject to receiving altcast seven days' notice specifying the person to whom payment is to be made, and the time and place of payment, pay the amount of calls so made to the person and at the time and place as specified. A call may be made payable by instalments.

(ii) (a) 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 eighteen percent per annum or at such lower rate as the Board may determine.

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

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

(b) Upon, all or any of the moneys so advanced, the Board 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 percent per annum, as may be agreed upon between the Board and the members paying the sum in advance.

Extension of time for payment of calls

16. The Board may, from time to time at its discretion extend the time fixed for the payment of any call and may extend such time as to call to any of the members whose residence is at distance or for other cause, the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour.

Calls may be revoked or postponed

17. A call may be revoked or postponed at the discretion of the Board.

Proof on trial of suit for money due on shares

18. On the trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequently to the date at which the money sought to be recovered is alleged to have become due on the shares in respect of which such money is sought to be recovered; that the resolution making the calls is duly recorded in the Minute Book and that notice of such call was duly given to the member or his representatives sued in pursuance of these Articles; and that it shall not be necessary to prove the appointment of directors who made such call, nor what a quorum of directors was present at the Board Meeting at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Payment of calls in advance

19. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys due upon the shares held by him beyond the sums actually called for and upon the moey so paid in advance or so much thereof as from time to time exceeds the amount of calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at the rate as the Directors may decide from time to time. Moneys as paid in excess of the amount of calls shall not rank for dividends or participate in profits. The Directors may at any time and at their absolute discretion repay the amount so advanced upon giving to such member one week's notice in writing.

FORFEITURE, SURRENDER AND LIEN

If call or instalment not paid notice may be given

20. If any member fails to pay any call or instalment of a call in respect of any share on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such member or on the person (if any) entitled to the share by transmission requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

Form of notice

21. The notice shall name a day (not being earlier than the expiry of fourteen days from the date of service of the notice) and a place or places, on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that, in the event of non-payment on or before the time and at the place appointed the share in respect of which the call was made or instalment is payable, will be liable to be forfeited.

If notice not complied with shares may be forfieted

22. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may, at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof be forfeited by a resoltuion of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

Notice after forfeiture

23. When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, provided however that the failure to give the notice will not in any way invalidate the forfeiture.

Forfeited shares to become property of the Company

24. Any shares so forfeited shall be deemed to be the property of the Company and the Director may sell, reallot and otherwise dispose of the same in such manner as they think fit.

Power to annul forfeiture

25. The Directors may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof as a matter of grace and favour but not as of right upon such terms and conditions as they may think fit.

Arrears to be paid notwithstanding forfeiture

26. Any member whose shares shall have been forfeited shall, notwithstanding the forfeiture, be liable to pay, and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of forfeiture until payment at the rate of fiteen percent per annum and the Directors may enforce the payment of such moneys or any part thereof if they think fit, but shall not be under any obligation to do so.

Effect of forfeiture

27. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share, and all other rights incident to the share so forfeited.

Certificate of forfeiture

28. A certificate in writing under the hands of a director or the Secretary of the Company, that the call in respect of a share was made, and notice thereof given, and that default in payment of the call was made and that the forfeiture of the shares was made by a resolution of the Directors to that effect, shall be conclusive evidence of the fact stated therein as against all persons entitled to such share.

Title of purchaser and allottee of forfeited shares

29. The Company may receive the consideration, if any, given for the share on any sale, reallotment or other disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and the person to whom such share is sold, reallotted or disposed of may be registered as the holder of the share. Any such purchaser or allottee shall not (unless by express agreement) be liable to pay any calls, amounts, instalments, interest and expenses owing to the Company prior to such purchase or allotment nor shall be entitled (unless by express agreement) to any of the dividends, interest or bonuses accured or which might have accrued upon the share before the time of completing such purchase or before such allotment. Such purchaser or allottee 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, reallotment or disposal of the share.

Partial payment not to preclude forfeiture

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

The provisins of these Articles as to forefeiture to apply in case of non-payment of any sum

31. The provisions of these Articles as to forfeiture shall apply to the case of non-payment of any sum which by the terms of issue of a share become 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 call duly made and notified.

Forfeiture of debentures

32. The provisions of these Articles shall mutatis mutandis apply to the forfeiture of debentures also, in case of non-payment of any sums payable on debentures.

BORROWING POWERS

Power to borrow

33. Subject to the provisions of Sections 292 and 293 of the Act, the Board

may, from time to time at its discretion by a resolution passed at a meeting of the Board, accept deposits from members either in advance of calls or otherwise and generally from any source or raise, for the purpose of the Company, borrow or secure the payment of such sums as it thinks fit, provided however where the money to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceeds the aggregate of the paid up capital for any specific purpose, the Board shall not borrow or raise such moneys without the consent of the Company in General Meeting.

Payment or repayment of money borrowed

34. Subject to the provisions of Article 33 hereof, the payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects, as the Company in General Meeting shall prescribe including by the issue of bonds, debentures, debenture stock of the Company, charge upon all or any part of the property of the Company (both present and future). including its uncalled capital for the time being and the bonds, debentures, debenture stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Terms of isssue of Bonds, Debentures

35. Any bonds, debentures, debenture stock or other securities, may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at general meetings, appointment of directors and otherwise. Bonds or debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the company in General Meeting accorded by a special resolvtion.

GENERAL MEETINGS

Notice of Meetings

36. Any general meeting may be called by giving to the members clear twenty one days' notice or a shorter notice than of twenty one days if consent is accorded thereto by all members of the Company in case of an Annual General Meeting and in case of any other meeting by members holding not less than 95% of the paid up share capital of the company having voting right.

Quorum at General Meeting

37. Five members personally present shall be a quorum of any general meeting of the Company.

Voting Right

38. Every shareholder not disqualified by the article and who has been duly registered shall be entitled to be present and to speak and vote on a show of hand or on a poll, when present in person shall have one vote on a show of hand, or on a poll, when present in person or by proxy shall have one vote in respect of every share held by him.

Proxy

39. A member may appoint another person as his proxy to attend and vote

instead of himself and the proxy need not be a member of the company. A proxy so appointed shall not have any right to speak at the meeting.

No Vote if Calls unpaid etc.

40. No member shall be entitled to vote at any general meeting unless all calls and other sums presently payable by him in respect of shares in the Company have been paid and no member shall exercise any voting rights in respect of any shares in regard to which the company had and has exercised any right of lien.

CAPITALISATION

Capitalisation

41. Subject to the provisions of the Act:

(1) Any general meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company (including profits or surplus moneys arising from realisation of any capital assets of the Company) standing to the credit of the Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend or representing the premiums received on the issue of share, and standing to the credit of the share premium account be capitalised;

(a) By the distribution among the holders of the shares of the Company or any of them on the footing that they become entitled thereto as capital in accordance with the respective rights and interests and in proportion to the amount paid or credited as paid thereon, of paid up shares, debentures or debenture-stock, bonds or other obligations of the Company, or

(b) By crediting shares of the Company which may have been issued and are not fully paid up in proportion to the amount paid or credited as paid thereon respectively, with the whole or any part of the sums remaining unpaid thereon, and the Directors shall give effect to such resolution and apply such portion of the profits or Reserve Fund or any other Fund as may be required for the purpose of making payment in full or part of the shares, debentures or debenture-stock, bonds or other obligations of the Company so distributed or (as the case may be) for the purpose of paying in whole or in the part, the amount remaining unpaid on the shares which may have been issued and are not fully paid up, provided that no such distribution or payment shall be made unless recommended by the Directors and if so recommended such distribution and payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

(2) For the purpose of giving effect to any such resolution the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and generally may make such arrangement for the acceptance, allotment and sale of such shares, debentures, debenture-stock, bonds or other obligation and fractional certificates or otherwise as they may think fit and may make such payments to any holders of shares on the footing of the value so fixed in order to

adjust rights and may vest any shares, debentures, debenture-stock, bonds or other obligation in trustees upon such trusts for adjusting such rights as may seem expedient to the Directors. In cases where some of the shares of the Company are fully paid and others are partly paid, only such capitalisation may be effected by the distribution of further shares in respect of the fully paid shares, by crediting the partly paid shares with the whole or part of the unpaid liability thereon, but so that as between the holders of fully paid shares and partly paid shares the sums so applied in the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be so applied prorata (in proportion) to the amounts then already paid or credited as paid on existing fully paid and partly paid or credited as paid on existing fully paid and partly paid or credited as paid on existing fully paid and partly paid shares respectively. When deemed requisite a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the holders of the shares of the Company which have been issued prior to such capitalisation and such appointment shall be effective.

DIRECTORS

Number of Directors

42. The number of Directors shall not be less than 3 (Three) or more than 12 (Twelve).

First Directors

43. (a) The perons hereinafter named are the first Directors of the Company:

1. Shri Arun P Patel
2. Shri Rahul A Patel
3. Shri Pranay A Patel

Retirement by rotation

(b) Not less than two-third of the total number of directors of the company shall be the persons whose period of office shall be liable to determination by retirement of Directors by rotation and one-third of such of the directors of the company for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, then the number nearest to one third shall retire from office.

The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in the office since the last appointment.

Qualification Share

(c) A Director need not hold any share in the capital of the Company to qualify him to be a Director of the Company.

Additional Directors

44. The Directors shall also have power at any time and from time to time to appoint any other qualified person to be a Director, as an addition to the Board but so that the total number of Directors shall not at any time exceed maximum fixed above. Any person so appointed as an addition to the

Board shall retain his office only upto the date of the next Annual General Meeting, but be eligible for re-election at such meeting.

Casual Vacancy/Alternate Directors.

45. Any casual vacancy occuring on the Board of Directors may be filled up by the Directors. The Board of Directors may appoint an Alternate Director to act for a Director during his absence for a period of not less than three months, from the state in which meetings of the Board are ordinarily held.

Resolution by Circular

46. Save as expressly otherwise provided in the Companies Act, 1956, a resolution in writing approved by a majority of the Directors or members of any committee thereof who are then in India shall be valid and effectual as if it had been passed at a meeting of the Board or Committee duly convened and held.

Powers of the Board

47. The Board of Directors may pay all expenses incurred in promoting the Company, and may exercise all such powers of the Company and do all such acts and things as are not, by the Act, or any other Act or by the Memorandum or by the Articles of the Company required to be exercised exclusively by the Company in General Meeting, subject nevertheless to the provisions of the Act, or any other Act and to such regulations beig not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

Casting Vote

48. In the case of an equality of votes whether on a show of hands or in a circular resolution, the Chairman of the Board shall be entitled to a second or casting vote.

Fees to Directors

49. Every Director shall be paid out of the funds of the Company such sum not exceeding the limits specified under Section 310 of the Companies Act, 1956 and as the Directors may from time to time determine for attending every meeting of the Board or any Committee of the Board.

Special Remuneration to Directors

50. If any Director, being willing, shall be called upon to perform extra services which expression shall include work done by the Directors as a member of any committee formed by the Directors or to make any special exertions in going or residing abroad, or otherwise for any of the purposes of the Company, the Board may resolve to remunerate such Director either by a fixed sum or by a percentage of profits or otherwise as may be determined by the Directors and such remuneration may be in addition to the remuneration above provided.

In addition to the remuneration payable to them in pursuance of the aforesaid Articles, the Directors may be paid taxi or air or Railway return fare, hotel and other incidental expenses incurred by them for the purposes of attending and returning from meeting of the Board of Directors or any committee thereof or any general meeting of the Company or in connection with the business of the Company.

Board may appoint Attorneys

51. The Board of Directors may at any time and from time to time by power of attorney, appoint any person or persons to be the Attorney or Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in and exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit be made in favour of any company or the members, directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Directors and any such power of Attorney may contain any such powers for the protection or convenience of persons for the protection or convenience of persons dealing with such Attorneys as the Directors may think fit, and may contain powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all/or any of the powers, authorities and directions for the time being vested in them.

MANAGING/WHOLE TIME DIRECTORS

Managing/Wholetime Directors

52. The Board of Directors may, by resolution, appoint one or more of the Directors to be the Managing/Wholetime Directors of the Company for a fixed term not exceeding five years at a time for which he or they is or are to hold such office, and on such other terms and conditions as they think fit.

Powers of Managing/Wholetime Directors

53. Subject to the provisions of the Companies Act, 1956, the Directors may from time to time entrust to and confer upon the Managing/Wholetime Directors for the time being such of the powers exercisable under these presents or other provision of law by the Directors as they may think fit and confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with, or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf as may be permissible under the provisions of law and subject to the provisions of any contract with the Managing/Wholetime Director or Directors and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Remuneration of Managing/Wholetime Directors

54. Subject to the provisions of the the Companies Act, 1956, the Managing/Wholetime Director or Directors shall be entitled to receive such remuneration as such Managing/Wholetime Director or Directors for managing the affairs of the Company as may be provided by the agreement and subject to the provisions of any such agreement as may be fixed by the Board from time to time which may be by way of salary, bonus, commission, perquisites, participation in profits or by way of any or all such modes and the Managing/Wholetime Directors shall not be entitled to receive sitting fee for attending the meetings of the Board or any Committee thereof.

SPECIAL DIRECTORS

Nominee Directors

55. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys, remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of

India (IFCI), The Industrial Credit and Investment Corporation of India Limited (ICICI), The Industrial Reconstruction Bank of India Limited (IRBI), Life Insurance Corporation of India (LIC), Unit Trust of India (UTI), General Insurance Corporation of India (GICI), National Insurance Company Limited (NIC), The Oriental Insurance Company Limited (OIC), The New India Assurance Company Limited (NIA), United India Insurace Company Limited (UII) or a State Financial Corporation or any financial institution owned or controlled by the Central Government or a State Government or by two or more of them or by Central Government or State Government by themselves (each of the above is hereinafter in this Article referred to as "the Corporation") out of any loans/debenture assistance granted by them to the Company or so long as the Corporation holds or continues to hold Debentures/Shares in the Company as a result of underwriting or by direct subscription or private placement, or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, whole-time or non-whole-time (which Director or Directors is/are hereinafter, referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s.

The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of the Corporation such Nominee Director/s shall not be liable to retire by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

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

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

The company shall pay to the Nominee Director/s sitting fees and expenses which the other Directors of the Company are entitled, but if any other fees, commission, moneys or remuneration in any form is payable to the Directors of the Company, the fees, commissions, moneys and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

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

Any expenses that may be incurred by the corporation or such Nominee Director/s in connection with their appointment or directorship shall also be paid or reimbursed by the Company to the corporation or, as the case may be, to such Nominee Director/s.

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

Debenture Director

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

Secrecy Clause

57. Subject to the provisions of the Companies Act, 1956, no member shall be entitled to visit or inspect any works of the Company without the permission of the Director, Managing Director, or Secretary or to require inspection of any books of account or documents of the Company or any discovery of any information or any details of the Company's business or trading or any other matter which, in the opinion of the Directors or the Managing Director be in the nature of a trade secret, mystery of trade or secret process or which may relate to the conduct of the Company and which in the opinion of the Directors or the Managing Director will be inexpedient in the interest of the Company to communicate to the public or any member.

Directors' and others' right to indemnity

58. (a) Subject to the provisions of the Companies Act, 1956, the Managing/ Wholetime Director, and every Director of the Company or/and the Manager, Secretary and other officers or employees of the Company shall be indemnified by the Company against and it shall be the duty of the Directors to pay out of the funds of the Company all costs, losses and expenses (including travelling expenses) which such Managing Director, Manager, Secretary and other officers or employees may incur or become liable to pay by reason of any contract entered into or act or deed done by him as such Managing Director, Director, Manager, Secretary, Officer or Servant or in any way in the discharge of his duties and the amount for which such indemnity is provided shall immediately attach a lien on the property of the Company and have priority between the members over all other claims.

(b) Subject as aforesaid every Director, Manager, Secretary or other officers and employees of the Company shall be indemnified against any liability incurred by him in defending, any proceeding whether civil or criminal in which judgements given in his favour or in which he is acquited or in connection with any application under Section 633 of the Act in which relief is given to him by the Court.

Not responsible for Act of others

59. Subject to the provisions of Section 201 of the Companies Act, the Managing Director, Directors or other officer of the Company shall not be liable for the act, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency of title to any property acquired by order of the Directors in or upon which any loss or expenses happening to the Company through the insufficiency of title to any property acquired by order of the Directors in or upon which any of the moneys of the Company shall be invested or any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation with or to whom any moneys or effects shall be entrusted or deposited or for any loss occasioned by any error of judgement or oversight on his part or for any other loss or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own dishonesty.

Seal

60. The Directors shall provide a common seal for the pupose of the company and shall have power from time to time to destroy the same and substitute a new seal in lien thereof and shall provide for the safe custody of the seal for the time being.

Unless otherwise determined the common seal of the company shall be affixed to any instrument or document in prescunce of at least one director or secretary of the company or such other person as may be authorised in that behalf by the Director, who shall sign the instrument or document to which the seal is affixed, provided nevertheless, the certificates of shares, may be under the signatures of such persons as provided by the companies (Issue of share certificates) Rules, in force from time to time.

GENERAL AUTHORITY

General Authority

61. Wherever in the Companies Act, 1956 it has been provided that the Company shall have right, privilege or authority or that the Company cannot carry out any transaction unless the Company is so authorised by its Articles then in that case, Articles hereby authorise and empower the Company to have such right, privilege or authority and to carry out such transactions as have been permitted by the Companies Act, 1956.

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

Names, addresses, descriptions, occupation and signature of subscribers	Number of Equity shares taken by each subscriber	Signature, address, description & occupation of witness
Rahul A. Patel. S/o Arun Patel, 'Mangalam', Bh. Atira, Dr. V.S. Road, Ahmedabad Industrialist.	10 (Ten)	Sunil Kumar Kantilal Dave S/o Kantilal Ramanlal Dave M/s Shah & Shah Associates 501, Aniket, C.G. Road, Navrangpura, Ahmedabad Service
Deval R. Patel W/O Rahul Patel, 'Mangalam', Bh. Atira, Dr. V.S. Road, Ahmedabad Investor. Deval R. Patel.	10 (Ten)	
Pranay. A. Patel. S/o. Arun. Patel. 'Mangalam', Bh. Atira, Dr. V.S. Road, Ahmedabad. Industrialist. P. A. Patel	10 (Ten)	SUNIL KUMAR KANTILAL DAVE S/o KANTILAL RAMANLAL DAVE C/o SHAH & SHAH ASSOCIATES 501, ANIKET, C.G. ROAD, NAVRANGPURA, AHMEDABAD SERVICE
Poonam P. Patel W/o Pranay A. Patel 'Mangalam' Bh. Atira Dr V.S. Road, Ahmedabad Investor Poonam Patel	10 (Ten)	

P.T.O.

(E)

Names, addresses, descriptions, occupation and signature of subscribers	Number of Equity shares taken by each subscriber	Signature, address, description & occupation of witness
Arun P. Patel. S/o. Purshottamdas Patel 'Mangalam' Behind ATIRA Dr. V.S. Road. Ellisbridge Ahmedabad, Industrialist Arun P. Patel.	10 (Ten)	Sunil Kumar Kantilal Shah s/o Kantilal Ramanlal Shah M/s Shah Eshah Associate 501, Aniket, C.G. Road, Navrangpura Ahmedabad Service [signature] SUNIL KUMAR KANTILAL SHAH S/o KANTILAL RAMANLAL SHAH C/o. SHAH ESHAH ASSOCIATE. 501, ANIKET, C.G. ROAD, NAVRANGPURA, AHMEDABAD SERVICE
Leena A. Patel W/o. Arun P. Patel. 'Mangalam' Behind Atira Dr. V.S. Road Ahmedabad. Investor. Leena A. Patel.	10 (Ten)	
Anusha Y. Patel W/o Yogesh Patel "Mangalam" B/h. Atira Dr. V.S. Road Ahmedabad Investor. A.Y. Patel.	10 (Ten)	
Total	70 (Seventy)	

Place : Ahmedabad Dated this 7th day of April 1994