

THE COMPANIES ACT 1956
PRIVATE COMPANY LIMITED BY SHARE
ARTICLES OF ASSOCIATION
OF
H.V.S. CONSTRUCTION MATERIALS PRIVATE LIMITED

1. The regulations contained in Table A in the first schedule to the companies Act 1956 shall apply to the company in so far as they are not modified or abrogated in these articles.
2. The company is private company within the meaning of Section 2(35) and 3(1)(iii) of the Companies Act 1956 and accordingly.
 - (i) No invitation shall be issued to the public to subscribe for any shares, debenture or debenture stock of the company.
 - (ii) The number of members of the company (exclusive of person in the employment of the company and of the persons were its members while in that employment and have continued to be members after the employment ceased) shall be limited to fifty provided that for the purpose of this provision when two or more persons jointly hold one or more share in the company they shall be treated as single member and,
 - (iii) The right to transfer shares in the company is restricted in manner and to the extent here in after appearing.
3. The Authorized Share Capital of the Company shall be as per Clause V of the Memorandum of Association of the Company.

SHARES

4. The share shall be under the control of the directors who may allot or otherwise dispose of the same. The business of the company as the directors shall think fit and notwithstanding that only a part of shares has been allotted.
5. Save as herein otherwise provided, the company shall be entitled to treat the registered holder of any shares the absolute owner thereof and accordingly shall not except as ordered by court of competent jurisdiction or as by statue required be bound to recognize any equitable of other claim to or interest in such shares on the part of any other person.

UNDERWRITING OF SHARES

6. Subject to the provisions of Section 76 of the Act, the company may at any time pay commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any share in the company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any share in the company but so that commission shall not exceed in the case of shares five percent of the price at which the shares are issued. Such commission may be satisfied by payment of cash or by allotment or fully or partly shares or partly in one way and partly in other.

TRANSFER OF SHARES

7. A share may be transferred by a member of other persons entitled to transfer to any member selected by the transfer, but save as aforesaid and save as provided in clauses 11 and 12 hereof no shares be transferred to a person who is not a member so long any member or any persons selected by the directors as one whom desirable in the interest of the company to, admit to membership is willing to purchase the same at the fair value. The fair value will mean the price agreed upon between the Vendor and directors or in default of any such agreement the price which the Auditors of the company, for the time being shall certify by writing their hands to be in their opinion the fair selling value thereof, as between as willing vendor and willing purchaser.
8. The person proposing to transfer any share (here in after called the proposing transfer) shall give notice in writing hereinafter called a "Transfer Notice" to the company that the desires to transfer the same. Such notice constitute the company that he desires to transfer the same. Such notice shall constitute the company his agent for the sale of the shares to any member of the company (or person selected as aforesaid) at their value fixed as aforesaid. A transfer notice may include several shares and in such case shall operate as if it were a separate notice in respect of each. A transfer notice shall not be recoverable except with sanction of the directors.
9. If the company shall, within the space of 28 days after being served with a notice, find a number of persons selected as aforesaid and shall give notice hereof to the proposing transferor he shall be bound upon payment of the fair value as per clause 7 hereof to transfer the share to the purchasing member.
10. If in any case, the proposing transferor after having become bound as aforesaid makes default in transferring the share the company may receive the purchase money and shall there upon cause the name of purchasing member to be entered in the register as the holder of the share and shall hold the purchase money shall be good discharge to the purchasing member and after

his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

11. If the company, shall not within the space of 28 days after being with a transfer notice find member or person selected as aforesaid willing to purchase the shares and give notice in the manner aforesaid, the proposing transferror shall at any time within three calendar months afterwards be at liberty, subject to clauses 2 and 14 hereof to sell and transfer the share to any person and at any price.
12. Any share may be transfer by member to any child or other issue, son-in-law, daughter-in-law, father, brother, sister, wife or husband or such member; and share of deceased member may be transferred by his or her executors, administrator to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member (to whom such deceased member may be specifically bequeathed the same) and shares standing in the name of the Trustee of the will of any deceased member may be transferred upon any change of the trustee to the trustees for the time being of such will (the restrictions in clause 7 hereof shall not apply to any transfer authorized by this clause).
13. The directors may decline to register any transfer of share on which the company has a lien and in case of shares not fully paid up may refuse to register the transfer to the transferee of whom they do not approve. The directors may in their absolute discretion without assigning any reason refuse to register the transfer of any shares to any person whom it will in their opinion be not desirable in the interest of the company to admit to membership. The directors shall not be bound to give any reason for such refusal.
14. The executors or administrator or heirs or legal representatives of a deceased member (not being one of several joint holders) shall be the only person recognized by the company, as having any title to the shares registered in the name of such member, and in the case of death of any one of the joint holders of any registered share the survivor shall be the only person recognized by the company as having any title to interest such shares. Provided, if the member should have been member of the joint Hindu Family, the Directors on being satisfied to that effect and on being satisfied that the shares standing in his name in fact belonged to the joint family, may recognize the survivors or the karta may thereof as having title to the shares registered in the name of such member provided further that in any case it shall be lawful for the directors, in their absolute discretion to dispense with the production of probate or letters of administration or other legal representations upon such terms as to indemnify or otherwise to the Directors may seem just, but these provisions shall in no way be deemed to modify or the provision contained in clauses 7 to 12 thereof.

GENERAL MEETING

15. The business of an Annual General Meeting shall be to receive and consider the profit and loss account, the balance sheet and reports of the Directors and the Auditors, to declare dividends, to elect directors, to appoint auditors; and to fix their remuneration and to transact any other business which under these present ought to be transacted at an Annual General Meeting, and all business transacted at an Extraordinary General Meeting shall be deemed special.
16. No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.

17. Until otherwise determined by two members present in person shall be quorum.
18. Every question submitted to any General Meeting shall be decided in the first instance by a show of hands, and in case of any equality of votes, the chairman shall not on a show of hands and at the poll have casting vote in addition to the vote or votes to which he may be entitled as member.
19. If a poll is demanded as aforesaid it shall be taken in such manner and or such time and place as the chairman of the meeting directs; and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of the poll may be withdrawn. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the questions on which poll have been demanded.
20. Until otherwise determined on the appointment of chairman or on a question of adjournment in terms of Section 175 and 180 of the Act.
21. Poll may be determined by the company in general meeting, the number of directors shall not less than eight including the Managing Director if any.
22. The following persons shall be the first directors of the company:-
 - (i) Mr. H. Vikramjit Singh
 - (ii) Mr. K. Madhumangol Singh
 - (iii) Mrs. H. Oingbi Jamini Devi
23. The directors shall not be liable to retirement by rotation, provided that at any of them resign his/her office or dies, the remaining Directors may appoint such other person (s) as they think fit as Director (s).
24. In event of company borrowing any money from any financial corporation or institute or Government or any Government body or a collaborator bank, person or persons or from any other source, while any money remains due to them or any of them the lender concerned may have and may exercise the right and power to appoint from time to time any person or persons to be a Director or Directors of the company, and the Directors so appointed shall not be liable to retire by rotation, subject however to the limits prescribed by the Companies Act, 1956 any person so appointed may at any time be removed from office by the appointing authority who, may from time of such removal or in case of death or resignation of person, appoint any other or others in his place. Any such appointment or removal shall be in writing signed by the appointing authority and served on the company. Such Director need not hold any qualification shares.
25. The qualification of director other than a person appointed by reason of his being a solicitor, Advocate or holding any special qualification or a director nominated by financiers, lenders, debenture holders, trustees shall be the holding in his own right alone and non jointly with any other person of 10 equity shares capital of the company of the nominal value of Rs 100/- and this qualification shall be acquired within two months of the appointment.

26. Each Director including the managing director if any shall be paid out of the funds of the company a fee, which shall be determined by the directors, for each meeting of the board of directors attended by him. The directors shall also be paid travelling and other expenses of attending and returning from the meeting of the board (including hotel expenses) and any other expenses properly incurred by them in connection with the business of the company.
27. A director may hold any other office or place of profit under the Company in connection with his office of director except that of an Auditor and on such terms as to remuneration as the Directors may arrange and he may hold any place of profit under the company in which the company shall be share holder or otherwise interested, subject to the provisions of section 314 of the Companies Act, 1956.

POWER OF DIRECTORS

28. The business of the company shall be managed by the Directors who may in addition to the powers and authority vested by these persons or section 291 of the Companies Act, 1956 or otherwise expressly conferred upon them exercise all such powers and all such things as may be exercised or done by the company and are not hereby or by any enactment expressly directed or required to be exercise or done by the company and are not hereby or by or by any enactment expressly directed or required to be exercised or done by the company in General Meeting, but subject nevertheless the provisions of any enactment and of these Articles and to any regulation from time to time made by the Companies in General Meeting provided that no regulation so made shall invalidate any prior act of Directors which would have been valid if such regulation had not been made.
29. Without prejudice to the general powers conferred by the last proceeding Articles and other powers conferred by these Articles and subject to sections 292, 293 and other provisions of the Companies Act, 1956, the Directors shall have the following power that is to say powers.
- a) To pay the costs, charges and expenses preliminary and incidental to the promotion, establishment and registration of company.
 - b) To take on lease, purchase or otherwise acquire for the company any property, rights or privileges which the company is authorized to acquire at such price and generally on such terms and conditions as they think fit.
 - c) To appoint any person or persons to hold in trust for the company any property belonging to the company, and or in which it is interested or for any other purpose, and execute and do all such instruments and things as may be requisite in relation to any such trust.
 - d) To sell, let exchange otherwise dispose of absolutely or conditionally all or any part of the property, privileges and undertaking of the company upon such terms and condition and for consideration, as they think fit.
 - e) To buy or procure the supply of all plant, machinery, mineral, stores, fuel, implements and other movable property, required for the purpose of the company.

- f) To sell and dispose of all articles and goods manufactured or dealt in by the company.
- g) To exchange, fix and pay the remuneration of and discharge all managers, engineers, agents, secretaries, clerks, servants workmen, and other persons employed or to be employed in or in connection with the company's business.
- h) To appoint any person to be attorney or attorneys of the company for such purpose and with powers, authorities, and discretion, not exceeding those vested in or exercisable by the Directors and such period and subject to such conditions as the Directors may from time to time think fit.
- i) To enter into carry out rescind or vary all financial arrangements with any bank, persons or corporations for or in connection with the company's business or affairs, and pursuant to or in connection with such arrangements to deposit, pledge or hypothecate any property of the company or documents representing or relating to the same.
- j) To make and give receipts, releases and other discharge for money payable to company and for the claims and demands of the company.
- k) To compound and allow time for the payment of satisfaction of any debts due to or by the company and claims and demands by or against the company and to refer any claims or demands by or against the company and to refer any claims by or against the company to arbitration and observe and perform the awards.
- l) For and behalf of the company to draw accept endorse and negotiate all such cheques, bills of exchange, promissory notes, hoondies, drafts Governments and other securities as shall be necessary in or carrying on the affairs of the company.
- m) To institute, prosecute, defend, compromise, withdraw or abandon any legal proceedings by or against the company or its officers or otherwise concerning the affairs of the company.
- n) To invest and deal with any of the moneys of the company immediately required for the purpose thereof upon such securities or of investments and to such securities and investments.
- o) To enter into such negotiations and contracts and rescind or vary all such contracts and do all such acts, deeds and things in the name and on behalf of the company, as they may consider expedient for or in relation to any of matters aforesaid or otherwise for the purpose of the company.
- p) To pay for any property or rights acquired by or services rendered to the company premiums payable in respect of any leases taken by company either wholly or partially in cash or in shares, bonds, debentures or other securities of the company and such shares to be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and such bonds, debentures or securities to be either specifically charged upon all or any part of the property of the company and its uncalled capital or so charged.

BORROWING POWER

30. The director may from time to time at their absolute discretion raise or borrow any sum of money for the purpose of the company from the Union Government or State Government, from any persons Banks, Firms or Companies particularly and persons holding the office of the Directors and may secure the payments of such money and in such manner and upon such terms and conditions in all respect as they think fit and in particular by the issue of debentures stock of the company or by making, drawing accepting or endorsing on behalf of the company and promissory notes or bills of exchange or giving or issuing any other security of the company or by mortgage of any of the property including its uncalled capital for the time being and the Directors may guarantee the whole or part of the loans or debts raised or incurred on behalf of the company or any interest payable thereon with the power to the Directors to indemnify the guarantees from or against any liability under their guarantees by means of a mortgage or hypothecation of or charge upon any property and assets of the company or otherwise.
31. Debentures and other securities may be made assignable free from any equities between the company and the persons to whom the same be issued.

PROCEEDING OF DIRECTORS

32. The directors shall be meet together at least once in three calendar months for the dispatch of the business and may adjourn otherwise regulate their meetings and proceedings as they think fit.
33. The quorum necessary for transaction of business of the directors shall from time to time be fixed by the directors and unless and so fixed shall be two.
34. Any director may at any time summon a meeting of the Board of Directors.
35. Questions arising at any meetings shall be decided by a majority of votes, each directors having one vote in case of any equality of votes the chairman shall have a second or casting vote.
36. The directors may elect for each year a chairman of the Board of Directors who shall take the chair at board meetings, but if there be no such chairman or he be not present in the meeting the Directors present shall choose some one of their member to be chairman of each meeting.
37. A meeting of the Board of Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretion's by or under these Articles all or any of the authorities powers and discretion's by or under these Articles vested in or exercisable by the Directors generally.
38. The directors may delegate any of their powers to committees consisting of such member or members of their body, as they think fit. Any committee so formed shall in exercise of the

- powers so delegated conform to any regulations that may from time to time be imposed on it by the Directors.
39. The meetings and proceeding of any such committee consisting of two or more member shall be governed by the provision herein contained for regulating the meeting and proceeding of the directors so far the same are applicable thereto and are not suspended by any regulation made by the directors, under last proceeding Articles.
 40. All acts done by any meeting of the Board of Directors, or a committee of the directors or by authority of the directors or any person acting as a director or purporting to act under power delegated by the directors shall, notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of such director committee or persons acting as aforesaid or they or any of them were disqualified, be as valid as if every persons had been duly appointed and was qualified to be director provided always that nothing is this clause shall be deemed to give validity to act as done by such directors committees or person acting as aforesaid after it has been shown that there was some defect in such appointment or they or any of the were disqualified.
 41. Subject to section 289 of Companies Act, 1956 a resolution in writing signed by all the directors for the time being resident in the place of registered office of the company shall be as valid and effectual as if it has been passed at a meeting of the Board of Directors duly called, held and constituted.

COMMON SEAL

42. The company shall have a common seal and the Directors shall provide for the safe custody thereof. The seal shall not be applied to any instruments except by the authority of a resolution of the Board of Directors and in the presence of at least one Director who shall sign every instrument to which the seal be affixed in his presence. Such signature shall be conclusive evidence of the fact that the seal has been properly affixed.
43. The directors shall cause true accounts to be kept of all sums of money received and expended by the company and the matter in respect of which such receipt and expenditure take place and of assets and liabilities of the company.
44. The books of account shall be kept at the registered office of the company or at such other place or places as the directors think fit, and shall at all times be open to inspection by the Directors.
45. The Board of Directors shall from time to time determine whether and to what extent and of what time and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of the members not being directors. No members (not being a director) shall have any right to inspect the same, except as conferred by the Companies Act, or authorized by the Board of Directors or by any resolution of the company in general meeting.
46. Once at least in every year the accounts of the company shall be examined and audited by the auditor duly appointed.
47. The company in general meeting shall fix the remuneration of the auditor except that the remuneration of any auditor appointed by the directors may be fixed then by directors.

INDEMNITY

48. Subject to the provisions of sections 201 of the companies Act, 1956 the Directors, Secretary and other officers for the time being in relation to any of the affairs of the company and their heirs, executors, and administrators, respectively shall be indemnified out of the assets of the company from and against all suits, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts except such (if any) as they shall incur or sustain by or through their own willful neglect or default of any other officer or trustee or for joining in any receipts for the sake of conformity or for the solvency or honestly or any bankers or other persons with whom any money or effects belonging to the company may be lodged or deposited for safe custody or for any insufficiency, or deficiency or any security upon which any money of the company, shall be invested or for any other loss or damage due to any such cause as aforesaid or which may happen through the willful neglect or default of such officer or trustee.

SECRECY

49. No Directors, Officer or servant of the company shall divulge or make know or cause to be divulged or made know any secret process of information that he may gain or have in the discharge of his duties and shall be bound to secrecy in respect of all things act, or transactions of the company, and shall be liable to compensate reimburse and make good any loss or damage sustained by the company on account of his default under this clause.

WINDING UP

50. If the company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of paid up capital such assets shall be that as nearly as may be the losses be borne by the members in proportions to the capital paid up or which ought to have been paid up at the commencement of the winding-up of the shares held by them respectively. And, if in a winding-up the assets available for distribution among the member shall be more than sufficient to repay the whole of the capital paid up at the commencement of winding-up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of the shares issued upon special terms and conditions.
51. If the company, shall be wound up whether voluntarily or otherwise the Liquidators may with the sanction of the company in general meeting divide among the members in special or kind any part of the assets of the company, and may with like sanction vest any part of the assets of

the company in trustees upon such trusts for the benefit of the members or any of them as the Liquidators, with the like sanction, shall think fit.

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company opposite to our respective names:

Names, Addresses, descriptions and occupation of the subscribers	Numbers of shares taken by each subscribers	Signature of subscriber	Name, signature. Addresses, description of witness.
01. Huidrom Vikramjit Singh S/o H. Mani Singh Wangkhei Thangjam Leikai, Imphal. Manipur. (Business)	50 (Fifty)	Sd/-	I witnessed to all the subscribers signing Sd/- Rajesh Kumar Jain S/o Jaichand lal jain Thangal Bazar, Imphal
02. Keisam Madhumangol Singh S/o Late K. Gokul Singh Patsoi Part – I (Business)	50 (Fifty)	Sd/-	
03. Huidrom Ongbi Jamini Devi W/o H. Vikramjit Singh Wangkhei Thangjam Leikai, Imphal, Manipur (Business)	50 (Fifty)	Sd/-	

Date : 15/11/96

Place: Shillong

