

**MEMORANDUM AND ARTICLES  
OF ASSOCIATION  
OF**



**UTTARAKHAND SEEDS  
&  
TARAİ DEVELOPMENT CORPORATION  
LIMITED**

**PANTNAGAR, P. O. HALDI, DISTT. U. S. NAGAR,  
UTTARAKHAND**

# MEMORANDUM OF ASSOCIATION OF UTTARAKHAND SEEDS AND TARAI DEVELOPMENT CORPORATION LIMITED

---

1. The Name of the Company is “**UTTARAKHAND SEEDS & TARAI DEVELOPMENT CORPORATION LIMITED(UAS&TDC)**”.
2. The Registered Office of the Company will be situated in the State of Uttarakhand(U.A.).
3. The Main objects and objects incidental or ancillary thereto for which the Company is established are:
  - A.
    - (i) To carry on the business of processing, storage, preservation, transport and marketing of the certified seed on commercial lines, and any other business which can be conveniently and profitably carried on with the same.
    - (ii) To carry on the business of installation, management and operation of processing plants and attached seed storage facilities.
    - (iii) To carry on the business of foundation seed and its issue under contract to seed growers participating in the project.
    - (iv) To carry on the processing of the crops produced from the foundation seed into certified seed.
    - (v) To provide, install, fabricate and carry on the activities relating to seasonal storage of certified seed.
    - (vi) To undertake marketing of certified seed and such other seeds as may be developed from time to time within and without the territory of the Republic of India.
    - (vii) To undertake promotional and developmental activities in India and abroad for developing the markets for certified seed.
    - (viii) To organize supplies of inputs and maintenance of spare parts facilities to the participants and contract growers.

- (ix) To provide facilities for short-term financing for the processing, storing, marketing and supply activities of the Corporation.
- (x) To cooperate with banking institutions for collecting repayments of loans and credits issued under the project against proceeds from sales of certified seed.
- (xi) To cooperate actively in various activities connected with Government of India, Government of Uttarakhand, other State Governments, G.B. Pant University of Agriculture & Technology, Pantnagar, other State Agricultural Universities, N.G.O., Central Agricultural Universities, Private Seed Companies, National Seeds Corporation Limited, I.C.A.R. Institutes, other State Seed Corporations & such other public & private Institutions which may be conducive to main objects aforesaid of the Corporation.
- (xii) To undertake and transact all kinds of agency business in and outside India and to carry on the work of distribution, development of seed marketing and retailing.
- (xiii) To establish, acquire and carry on factories, mills, works, workshops or stores in India or outside and to purchase, lease or otherwise acquire, carry on, develop and improve any business.
- (xiv) To undertake and carry on any other business which can be conveniently carried on in connection with the above objects or which will contribute to the revenues of the Company for attaining its main objects.
- (xv) To carry on the business of general carriers, railway and forwarding agents, warehousemen and common carriers and any other business which can be conveniently carried on in this connection.
- (xvi) To carry on the business of advertisers, by issuing pamphlets, circulars or by publication of booklets or periodicals or newspapers or by any such like means.
- (xvii) To carry on business as seed merchants, to buy, sell, grow, prepare for market, import, export and deal in seeds of all kinds.
- (xviii) To carry on all or any of the business usually carried on by developmental companies in all their several branches and in particular to lay out, improve, alter and develop any land

or property and thereon to erect, construct, alter or rebuild any buildings or works whatsoever.

- (xix) To purchase, own, acquire, take on lease and operate land, seed farms, farm machinery, seed storages, seed cleaning, seed processing and transportation equipments deemed necessary for a seed business.
- (xx) To own and operate farm machinery, seed processing, storage and transportation facilities and equipment given on a rental basis.
- (xxi) To enter into contract with individuals, cooperative societies, corporations and government agencies in the growing, processing, drying, storing, distributing, transporting, buying and selling of agricultural seeds.
- (xxii) To store and stockpile reserve supplies of any seeds needed for the improvement of agriculture in India.
- (xxiii) To undertake seed quality control measures in all phases of the seed business carried on by, on behalf of or in cooperation with the Company.
- (xxiv) To own and operate seed testing laboratories.
- (xxv) To carry on the business of consulting and management services for individuals, contract growers, cooperative societies, corporation, governmental agencies or other who are engaged in the seed business.
- (xxvi) To engage in market research and developmental activities.
- (xxvii) To support by financial grants for seed, fertilizer and plant protection measure, loan of equipment and farm machinery, transport facilities, technical advice and consulting services and by other means, activities leading to the development of markets for quality seeds.
- (xxviii) To publicize seed production and management techniques by booklets, leaflets, posters, exhibits, radio, films, newspapers, journals, magazines and by other means.
- (xxix) To enter into any agreement, covenant or other arrangement with any National or International agency or authority.
- (xxx) To take all other steps and actions which may be considered necessary or expedient for establishment of Uttarakhand Seeds And Tarai Development Corporation Limited.

B. The other objects of the Company are:

- (i) To manufacture, buy, sell, exchange, install, work, alter, improve, manipulate, prepare for market, import or export and otherwise deal in all kinds of plant and machinery, wagons, rolling stock apparatus, tools, utensils, substances, materials and things, necessary or convenient for carrying on any of the business the company is authorized to carry on or which is usually dealt in by persons engaged in such business.
- (ii) To apply for, tender, purchase, or otherwise acquire any contract, concessions for or in relation to the construction, execution, carrying out, equipment, improvement management, administration or control of works and convenience and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
- (iii) To subscribe for, underwrite, purchase, or otherwise acquire and to hold, dispose off and deal with the shares, stocks, securities and evidences of indebtedness, or the right to participate in profits or other similar documents issued by any Government authority, corporation or body, or by and company or body of persons, and any options or right in respect thereof, and to buy and sell foreign exchange.
- (iv) To apply for, purchase or otherwise acquire any trade marks, patents, brevets d'invention licenses, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention or discovery may seem capable of being used for any of the purpose of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property rights or information so acquired.
- (v) To amalgamate or enter into partnership or any joint purpose or profit-sharing arrangement with and to cooperate in any way with or assist or subsidize any cooperative, company, firm or person.
- (vi) To promote or concur in the promotion of any cooperative society or company, the promotion of which shall be considered desirable.
- (vii) To take all necessary or proper steps with the authorities, national, state, local, municipal or otherwise, of any place in which the company may have interests, and to carry on

any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interest of its members, and to oppose any such steps taken by any other company, cooperative, firm or person which may be considered likely to directly or indirectly prejudice the interest of the Company or its members.

- (viii) To support by financial grants, purchase of equipments and vehicles, and by training programmes, consulting services and other means the development and operation of State and Central agencies for seed certification and seed law enforcement programmes dealing with quality control measures for seeds.
- (ix) To acquire and deal with the following property:
  - (a) The business, property and liabilities of any company, cooperative society, firm or person carrying on any business with the objects of this company.
  - (b) Land, buildings easements and other interests in immovable property.
  - (c) Plant, machinery, personal estate and effects.
  - (d) Patents, patent rights, inventions, discoveries or designs.
  - (e) Shares, stock or securities in or of any company carrying on any business which this Company is entitled to carry on or of any other company or undertaking the acquisition of which may seem likely or calculated directly or indirectly to promote or advance the interests on the company or be advantageous or beneficial to the Company and to continue to hold any shares in any such company heretofore acquired by the Company and to sell or dispose of and transfer any such shares, stocks or securities.
  - (f) To purchase, take on lease or acquire in exchange or connection or otherwise absolutely or conditionally, solely, or jointly with others, any property rights, or privileges which the Company may think necessary or convenient for the purpose of its business, and make construct, maintain, work, hire, hold, improve, alter, manage, let, sell, dispose of exchange, carry

out or control, canals, water courses, drains, sheds, garages, accommodation of all kinds for land traffic, water ways, lands, buildings pipe lines, warehouses, workshops, machinery and apparatus, water rights, way leaves, privileges or rights of any description or kind and other conveniences which may be calculated directly or indirectly to advance the Company's interest, and to contribute to subscribe or otherwise assist or take part in the constructions, improvement, maintenance, working, management, carrying out or control thereof.

- (x) To erect and maintain any mills and machineries required for carrying on any business.
- (xi) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the company shall consider to be preliminary including, therein the cost of advertising, commissions for underwriting brokerage, printing and stationery and expenses attendant upon the formation of agencies and local boards.
- (xii) Upon any issue of shares, debentures or other securities of the company to employ brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services by payment in cash or by the issue of shares, debentures or other securities of the Company or by granting of options to take the same or in any other manner allowed by law.
- (xiii) To apply for and take out purchase or otherwise acquire any patents, patent rights or inventions, copyright or secret processes which may be useful for the Company's objects and grant license to use the same.
- (xiv) To let on lease or hire the whole or any part of the movable and immovable property of the Company on such terms as the Company shall determine.
- (xv) To sell the undertaking of the Company or any part thereof for such consideration as the company may think fit and in particular for shares, debenture stock, policies or securities of any other company having objects altogether or in part similar to those of this Company and to promote any company or companies for the purpose of acquiring the undertaking of this company or any part thereof or all or any property, right and liabilities of this Company.

- (xvi) To borrow any funds or moneys, with or without security, from banks, financial institutions, companies, state or central Government, or any other Authority, or any other persons and to secure the same by creation, mortgage, pledge, hypothecation, or in any other manner and to issue debentures secured on any of the properties of the Company, including its uncalled capital and to receive deposits from share-holders and other persons on such terms as may be considered expedient.
- (xvii) To draw, accept, endorse, discount, execute and issue bills of exchanges, promissory notes, debentures, whether expressed to be payable to bearer or otherwise, and other negotiable or transferable instruments and securities.
- (xviii) To subscribe for conditionally or unconditionally to underwrite issue on commission or otherwise take, hold deal in and convert stock, shares and securities of all kinds to enter into partnership or any arrangement for sharing profit, union of interest, reciprocal concession or cooperation with any person partnership or company and to promote and aid in promoting companies of partnership of all kinds for the purpose of acquiring and undertaking any property and liabilities of this or any other company or of advancing directly or indirectly the objects thereof for any other purpose which this company may think expedient.
- (xix) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as may, from time to time, be determined.
- (xx) To sell, improve, manage, develop, exchange, enfranchise, lease, mortgage, dispose or turn to account or otherwise deal with any part of the property or rights of the company.
- (xxi) To amalgamate with any institutions, societies, associations or bodies having objects wholly or partly similar to those of this Company.
- (xxii) To establish and support or aid in the establishment and support of associations, institutions, funds or trusts and conveniences calculated to assist the Company in the conduct of its business or to benefit employees or ex-employees of the Company or its dependent or connections of such persons and to grant pensions and allowances and to make payment towards insurance and to subscribe or guarantee money for charitable, religious or benevolent objects or for any purpose which the Company may consider reasonable.



- (xxiii) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital or any debentures, debenture stock or other securities of the company or in the formation of the Company or the acquisition of property by the conduct of its business.
- (xxiv) To establish branches or agencies of the company in India or elsewhere and to undertake the management of any company or companies having objects altogether or in part similar to those of this company.
- (xxv) To distribute any of the property of the Company among the members in specie or kind.
- (xxvi) To take all needful steps for enabling the Company to act as a legally authorized company according to laws of the Governments, Republics or States in which the Company shall for the time being seek to carry on business or have transactions so that the limited liability of the members shall not be in any way prejudiced.
- (xxvii) To do all or any of the matters hereby authorized whether alone or in conjunction with or as factors, trustees, contractors, or agents for any other companies or persons or by or through any factors, trustees, agents, subcontractors or otherwise.
- (xxviii) To perform or do all or any of the following operations, acts or things:
  - (a) To borrow money or to receive money on deposit, either without security or secured by debentures, stock (perpetual or terminable), mortgage or other security charged on the undertaking or all or any of the assets of the Company including uncalled capital and to increase, reduce or pay off any such securities.
  - (b) To establish, provide, maintain and conduct or otherwise subsidize in India, educational and training institutions, research laboratories and experiments workshops for scientific and technical research and experiments, to undertake and carry on scientific and technical researches, experiments and tests of all kinds, to promote studies and researches, both scientific and technical investigation and discoveries by providing, subsidizing endowing or assisting, laboratories, workshops, libraries,

lectures, meetings and conferences and to enter into any agreement with Government or any other party for the purposes aforesaid.

- (c) To obtain, apply for or arrange for the issue or enactment of an Order or Act of Legislature or Act of Authority in India for enabling the Company to obtain powers, authorities, protection and financial and other help necessary or expedient and to oppose any proceeding or applications or any other endeavors, steps or measures which seem calculated directly or indirectly to prejudice the Company's interest.
  - (d) To provide for the amelioration and welfare of persons employed or formerly employed by the Company and the wives, families, dependants or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grants or money, pensions, allowances, bonuses or other payments or by creating and from time to time subscribing or contributing to a Provident Fund and other associations, Institution Funds or Trusts or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment or otherwise.
  - (e) To apply the assets of the Company in any way or towards the establishment, maintenance or extension or any Association, Institution or Fund in any way connected with any particular trades or business or with trade commerce generally including any association, institution or fund for the protection of the interests of masters, owners and employers against loss by bad debts, strikes, combinations, fire, accidents or otherwise.
- (xxix) To do all or any of the things authorized either alone, or in conjunction with or as factors, trustees, or agents for others or by or through factors, trustees or agents:
- (a) To pay for any properties, rights or privileges acquired by the Company, either in shares of the Company or partly in shares and partly in each or otherwise.
  - (b) To create any reserve fund, sinking fund, insurance fund or any special or other fund whether for repairing, improving, extending or maintaining any

of the property of the Company or for redemption of debentures or redeemable preference or for special dividends or equalizing dividends or for any other purpose whatsoever, and to transfer any such fund or part thereof to any of the other funds herein mentioned.

- (c) To make, draw, accept, endorse, discount, execute and issue cheques, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (d) To accumulate funds and to invest or otherwise employ money belonging to or with the Company in the purchase or acquisition of any shares, securities or other investment whatsoever, whether movable or immovable, upon such terms as may be thought proper and from time to time to vary all or any such investment in such manner as the Company may think fit.
- (e) To acquire any shares, stocks, debentures, stock bonds, obligations or securities by original subscription, participation in syndicates, tender, purchase, exchange, or otherwise and to subscribe for the same, either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers ownership thereof.
- (f) To adopt such means of making known to business of the Company or of any company in which this Company is interested as may seem expedient.
- (g) 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 and to remunerate or make donations to (by cash or other assets or by the allotment of fully or partly paid shares or by a call or option on shares, debentures, stock or securities of this or option on shares, debentures, stock or securities of this or any other company or in any other manner, whether out of the company's capital or profits or otherwise) any person, persons of company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing any of the shares in the Company's capital or any debenture, stock or other securities of the Company or in the conduct of its business or in introducing any property or business

of the Company or for any other reason which the Company may think proper.

- (h) To guarantee the payment of money unsecured by or payable under or in respect of promissory notes, bonds debentures, debenture stock, contracts mortgages, charges, obligations, instruments and securities of any company or 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 or obligations.
- (i) To dedicate, present or otherwise dispose of voluntarily with or without consideration or for value any property of the Company to any national trust, public body, educational or research institution, museum corporation, or authority, or any trustees, and, in particular, to make contributions to any University or research organization with a view to supporting research experimentation and extension in relation to matters with which the Company is directly or indirectly concerned.
- (j) To establish and maintain agencies, branch places and local registers to procure registration or recognition of the Company and to carry on business in any part of the World and to take such steps as may be necessary to give the Company such rights and privileges in any part of the World as are possessed by local companies or partnerships or as may be thought desirable, and it is hereby declared that:
  - (i) The word 'company' save when used in reference to this company in this clause shall be deemed to include any partnership or other body or persons, whether incorporated or not incorporated, whether domiciled in India or elsewhere.
  - (ii) The several sub-clauses of this clause and all the powers thereof are to be cumulative and in no case in the generality of any one sub-clause to be narrowed or restricted by any particularity or any other sub-clause, not in any general expression in any sub-clause to be narrowed or restricted by any particularity of expression in the same sub-

clause or by the application of any of construction *ejusdem generis* or otherwise.

4. The liability of the members is limited.
5. The capital of the Company is Rs. 5,00,00,000 (Rupees five Crores) divided into four lakhs equity shares of Rs. 100/- each, and one lakh preference shares of Rs. 100/- each, with power to increase and reduce the capital to divide the shares in the Capital for the time being into several classes and attach thereto respectively such preferential, deferred, or special rights, privileges or conditions as may be determined by, or in accordance with regulation of the Company to vary, modify or abrogate any such rights, privileges or conditions in such manner as for the time being be provided by the regulations of the Company

We the several persons whose names are subscribed below are desirous of being formed into a Company in accordance with this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sl. No.	Names, addresses and description of Subscribers	Number of shares taken by each Subscribers	Names, addresses and description of Witness
1.	Dhyan pal Singh, S/o Sri Sher Singh, Vice Chancellor, U.P. Agricultural University, Pantnagar, Distt. (U.S.N.)	1 (One) Equity Share S/d- (D.P. Singh)	Surinder Mohan puri, S/o Gharinder Singh Puri, 13-A, Kalani View, Rudrapur- U.S.N.
2.	Ripusudan Lal Paliwal, S/o Sri Madhu Sudan Lal, Director Expt. Station and Seed Production, U.P. Agricultural University, Pantnagar, Distt. (U.S.N.)	1 (One) Equity Share S/d- (R.L. Paliwal)	Sd/- Dr. Virendra Sabhgrawal M.B.B.S. S/o Lt. Col. G.S. Sabharwal Rudrapur, U.S.N.
3.	Gian Chand N. Chahal, S/o Sri Fateh Chand, Manging Director, National Seed Corporation, New Delhi.	1 (One) Equity Share S/d- (G. N. Chahal)	Sd/- Bir Bal Vasudeva, Asstt. Adm. Officer, National Seed Corpn., 44/A, South Extn., New Delhi
4.	Brig. B. Kuldeep Singh, S/o Major B. Awtar Singh, Swarg Farm, P.O. Swarg Farm, Distt. Rampur.	1 (One) Equity Share S/d- (B. Kuldeep Singh Brig.)	Sd/- Major Gurbax Singh Randhawa, V.&P.O. Chandain, Distt. Rampur.
5.	Harish Chander Anand, S/o L. Ishwar Dass Anand, Tarai Model Farm, Rudarpur.	1 (One) Equity Share S/d- (H. C. Anand)	Sd/- Guru Din Singh, Joint Director Seed, U.P, Agricultural University,

			Pantnagar.
6.	Major General Serdar Bakhshish, Singh Chimni, S/o Captain Sirdar Sant Singh Chimni, Chimni Farm House, Rudarpur. Distt. U.S.N.	1 (One) Equity Share S/d-	Sd/- H.C. Anand, Tarai Model Farm, Rudrapur-U.S.N.
7.	Major Gurbax Singh Randhawa, S/o Shri Kala Singh, Randhawa farm V. & P.O. Chandain, Distt. Rampur.	1 (One) Equity Share S/d-	Sd/- Jagdish Chandra Budhraj, S/o Shri Anant Ram
8.	Prem Nath Mehta, S/o Mehta Devi Chand, Escorts Farms, Kashipur, Distt. U.S.N.	1 (One) Equity Share S/d- (P. N. Mehta)	Sd/- Jagdish Chandra Budhraj, Asstt. Director Seeds, Pantnagar. U.S.N.
9.	Doctor Munshi Singh, M.B.B.S. S/o Major Maya Singh, Baradari Farm P.O. Rudrapur, Distt. U.S.N. (U.P.)	1 (One) Equity Share S/d- (Munshi Singh)	Col, Gokul Chand Sabharwal No. 5 Nainital Road, Rudrapur-U.S.N.
10.	Col. Gokul Chand sabharwal, S/o Shri Ram Rakha Mal Sabharwal, No. 5 Nainital Road, Rudrapur, Distt. U.S.N.	1 (One) Equity Share S/d- (Gokul Chand sabharwal)	Sural Singh, S/o S. Kishen Singh, Chandain Bilaspur, Distt. Rampur.

10 (Ten)  
dated this seventeenth day of February, 1969.

**THE COMPANIES ACT, 1956**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION OF**  
**UTTARAKHAND SEEDS AND TARAI DEVELOPMENT**  
**CORPORATION LIMITED**

1. The regulations contained in 'Table 'A' in the First Schedule to the Companies Act, 1956 shall not apply to the Company except in so far as the same are repeated or contained in or expressly made applicable by these Articles or by the Act.
2. The regulations for the management of the Company and for the observance of the members thereof and their representatives shall, subject as aforesaid and to any exercise of the statutory powers of the Company in reference to the repeal or alteration of or addition to its Article of Association by Special Resolution, as prescribed or permitted by the Act, be such as are contained in these Articles.

**INTERPRETATION**

**INTERPRETATION  
CLAUSE.**

- 3 In the interpretation of these Articles the following expressions shall have the following meaning, unless repugnant to the subject or context :-

**“THE COMPANY”  
OR “THIS  
COMPANY”  
“THE ACT”**

“The Company” or “This Company” means the Uttarakhand Seeds And Tarai Development Corporation Limited (UKS&TDC).

“The Act” means “The Companies Act, 1956” or any statutory modifications or re-enactment thereof for the time being in force.

**“AUDITORS”**

“Auditors” means and includes those persons appointed as such for the time being by the Company.

**“BOARD MEETING ”**

“Board meeting” means a meeting of the directors duly called and constituted or, as the case may be, the Directors.

**“CAPITAL”**

“Capital” means the capital for the time being raised or authorized to be raised, for the purposes of the Company.

**“DEBENTURE”**

“Debentures” includes debenture stock.

**“DIRECTORS”**

“Directors” means the Directors for the time being of the Company, or as the case may be, the Directors assembled at a Board.

**“GENDER”**

Words importing the masculine gender also include the feminine gender.

**“IN WRITING” AND  
“WRITTEN”**

“In Writing” and “Written” include printing, lithography and other modes of representing or reproducing words in a visible form.

**“MARGINAL**

The “marginal notes” and “catch lines” hereto shall not affect

**NOTES” AND  
“CATCHLINES”  
“MEMBERS”**

**“MEETING” OR  
“GENERAL  
MEETING”  
“ANNUAL GENERAL  
MEETING”**

**“EXTRAORDINARY  
GENERAL  
MEETING”  
“MONTH”  
“OFFICE”**

**“PAID-UP”  
“PERSONS”**

**“THE PRESIDENT”**

**“THE GOVERNOR”**

**“REGISTER OF  
MEMBERS”  
“THE REGISTRAR”  
“COMPANY’S  
REGULATIONS”  
“THE CHAIRMAN”**

**“SECRETARY”**

**“SEAL”**

**“SHARE”**

**“SINGULAR  
NUMBER”  
“SPECIAL  
RESOLUTION”  
“FINANCIAL YEAR”**

**“AMOUNT OF**

the construction thereof.

“Members” means the duly registered holders, from time to time of the shares of the Company.

“Meeting” or “General Meeting” means a meeting of members.

“Annual General Meeting” means a General Meeting of the members held in accordance with the provisions of Sections 166 of the Act.

“Extraordinary General Meeting” means an Extraordinary General Meeting of the members duly called and constituted and any adjourned holding thereof.

“Month” means a calendar month.

“Office” means the Registered Office for the time being of the Company.

“Paid-up” includes credited as paid-up.

“Persons” includes corporations and firms as well as individuals.

“The President” means the President of India or his nominees or representatives.

“The Governor” means the Governor of a State in India or his nominees or representatives.

“Register of Members” means the Register of Members to be kept pursuant to the Act.

“The Registrar” means the Registrar of Companies.

“Company’s Regulations” means the regulations for the time being for the management of the Company.

“The Chairman” means the Chairman of the Board of Directors, if any, or the person elected or appointed to preside over the meeting of the Company.

“Secretary” includes a temporary or assistant secretary or any other person or persons appointed by the Board to perform any of the duties of secretary.

“Seal” means the Common Seal for the time being of the Company.

“Share” means the share in the share capital of the Company, and includes stock except where a distinction between stock and shares is expressed or implied.

Word importing the singular number include, where the context admits or requires, the plural number and vice-versa.

“Special Resolution” shall have the meaning assigned thereto by Section 189 of the Act.

“Financial Year means the period from 1<sup>st</sup> April to 31<sup>st</sup> March (both days inclusive)” . Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

**CAPITAL AND INCREASE AND DECREASE IN CAPITAL**

**4** The capital of the Company is Rs. 5,00,00,000/- (Rs. Five



**CAPITAL”**

Crores) divided into four lakhs equity shares of Rs. 100/- each and one lakh preference shares of Rs. 100/- each. The preference shares shall carry such rights as to dividends, priority in capital or otherwise as may be determined by Directors at the time of their issue

**“ALLOTMENT OF SHARES”****5**

Subject to the provisions of the Act and these Articles the shares shall be under the control of the Board of Directors. The Directors shall offer equity shares in the manner given to the following:

Sl. No.	Share holders	Total
( i )	Govt of India (through NSC)	21%
( ii )	Govt. of Uttarakhand	30%
( iii )	G.B.P.U.A. & T.	15%
( iv )	Farmer of Tarai area including farmers of Kanpur-Faizabad Area	24%
( v )	Farmers of Kumaun Hills area including balance area of Nainital Distt., Almora, Bageshwar, Pithoragarh & Champawat	5%
( vi )	Farmers of Garhwal Mandal	5%
	Total	100%

The shares remaining un-subscribed out of those offered in accordance with the above provisions may be allotted by the directors to any person in their discretion. The directors may also decide to convert 20% of the share capital into preference shares to be held equally by the Central and the State Government.

**“INCREASE OF CAPITAL OF THE COMPANY”****6**

The Company, in General Meeting, may from time to time, increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. The new shares shall be issued upon such terms and conditions and with such rights and privilege annexed thereto, as the resolution shall prescribe and in particular, such shares may be issued with preferential or qualified right to dividends and in the distribution of assets of the Company and with a right to voting at General Meetings of the Company in conformity with the provisions of Section 87 and 88 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 97 of the Act.

**“NEW CAPITAL SAME AS EXISTING****7**

Unless otherwise specified by the terms of issue, any capital raised by the creation of new shares shall be considered as

<b>CAPITAL”</b>		part of the existing capital, and shall be subject to the provisions herein contained with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.
<b>“REDEEMABLE PREFERENCE SHARES”</b>	<b>8</b>	Subject to the provisions of Section 80, any preference shares may with the sanction of an Ordinary Resolution be issued on the terms that they are, or at the option of the Company are liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by Special Resolution determine.
<b>“PROVISIONS TO APPLY ON ISSUE OF REDEEMABLE PREFERENCE SHARES”</b>	<b>9</b>	On the issue of redeemable preference shares under the provisions of Article 8 hereof, the Company shall comply with all the provisions of Section 80 of the Act and such other instructions as may be issued under the same.
<b>“REDUCTION OF CAPITAL”</b>	<b>10</b>	The Company may (subject to the provisions of Section 78, 80 and 100 to 105 inclusive of the Act) from time to time by Special Resolution, reduce its capital and any capital redemption reserve fund or other premium account in any manner for the time being authorized by law, and in particular capital may be paid off on the footing that it may be called-up again or otherwise. This Article is not to derogate from any power the Company would have if it were omitted.
<b>“SUB-DIVISION &amp; CONSOLIDATION OF SHARES”</b>	<b>11</b>	Subject to the provisions of Section 94 of the Act, the Company in General Meeting may from time to time, subdivide or consolidate its shares, or any of them, and the resolution whereby any share is sub-divided, may determine that, as between the holders of the shares resulting from sub-division one or more of such shares shall have some preference of special advantage as regards dividend, capital, or otherwise over or as compared with the others or other. Subject as aforesaid the Company in General Meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of the shares so cancelled.
<b>“MODIFICATION OF RIGHTS”</b>	<b>12</b>	<p>(a) 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 Sections 106 and 107, 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.</p> <p>(b) 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 two persons at least holding or representing by proxy</p>

		one-third of the issued shares of the class in question.
		<b>ALLOTMENT OF SHARES AND CERTIFICATES</b>
<b>“REGISTER AND INDEX OF MEMBERS AND REGISTER AND INDEX OF DEBENTURE HOLDERS IF ANY”</b>	<b>13</b>	The Company shall cause to be kept a Register and Index of Members in accordance with Section 150 and 151 of the Act.
<b>“SHARES TO BE NUMBERED PROGRESSIVELY AND NO SHARE TO BE SUB-DIVIDED”</b>	<b>14</b>	The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned no share shall be sub-divided.
<b>“RESTRICTIONS ON ALLOTMENT”</b>	<b>15</b>	The Board shall observe the restrictions as to allotment of shares to the public contained in Section 69 and 70 of the Act, and shall cause to be made the returns as to allotment provided for in Section 75 of the Act.
<b>“SHARES UNDER CONTROL OF DIRECTORS”</b>	<b>16</b>	Subject to the provisions of Articles 5 of these Articles and of the Act, the shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit.
<b>“FURTHER ISSUE OF CAPITAL”</b>	<b>17</b>	When the Board decide to increase the capital of the Company by the issue of new shares, such new shares shall subject to any instructions to the contrary which may be given by the Company in General Meeting be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportions, as nearly as circumstances admit, to the capital paid at that date, and such offer shall be made by a notice specifying the number of shares offered and limiting a time from the date of the offer within which the offer, if not accepted, will be deemed to have been declined. 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 may dispose of them in such manner as they think most beneficial to the Company.
<b>“POWERS ALSO TO COMPANY IN GENERAL MEETING TO ISSUE SHARES”</b>	<b>18</b>	In addition to and without derogating from the powers for the purpose conferred on the Board under Articles 16 and 17, the Company in General Meeting may determine that any shares forming part of the percentage reserved for the progressive farmers from the Tarai Area, Kumaun Hills Constituency Area including Farmer of balance area of Nainital Distt., Almora, Bageshwer, Pithoragarh & Champawat and the Garhwal Mandal, (whether forming part of the original capital, or of any increased capital of the Company ) shall be offered to such person (whether members or not) in such proportion and on such terms and conditions, and (subject to the provisions of Section 78 and 79 of the Act) either at a premium or at par or at a discount, as such General Meeting

shall determine and with full power to give any person (whether a member or not) the option to call for or be allotted shares of any class of the Company (subject to sections 78 and 79 of the Act) either at a premium or at par or at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting or the Company in General Meeting may make any other provisions whatsoever for the issue, allotment or disposal of any shares.

- |  |           |   |
|--|-----------|---|
| <b>“ACCEPTANCE OF SHARES”</b>                    | <b>19</b> | Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of share within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register of Members shall, for purposes of these Articles, be a member.   |
| <b>“DIRECTOR MAY ALLOT FULLY PAID-UP SHARES”</b> | <b>20</b> | The Board of Directors may allot and issue shares in the capital of the Company. Subject to the provisions of the Act and these Articles, as payment or part payment for any property (including goodwill of any business) sold or transferred, goods or machinery supplied or for services rendered to the Company in or about the formation or promotion of the Company or the conduct of its business and any shares which may be so allotted may be issued, as fully paid-up or partly paid-up otherwise than in cash and if so issued, shall be deemed to be fully paid up or partly paid up as aforesaid. |
| <b>“DEPOSITS, CALLS ETC. TO BE DEBT.”</b>        | <b>21</b> | The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares, allotted by them, shall immediately on the inscription of the name of the allottee in the Register of Members as the name of the holder of such shares become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by him accordingly.  |
| <b>“LIABILITY OF MEMBERS”</b>                    | <b>22</b> | Every member, or his heirs, executors or administrators, shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon in such amounts, at such time or times and, in such manner, as the Board shall from time to time in accordance with the Company’s regulations require for the payment thereof.   |
| <b>“SHARE CERTIFICATE”</b>                       | <b>23</b> | <p>Every person whose name is entered as a member in the Register of Members shall be entitled to receive within 3 months after allotment and within 2 months after the application for registration of transfer (or within such other period as the conditions of issue shall provide):</p> <ol style="list-style-type: none"> <li>(1) One certificate for all his shares without payment or</li> <li>(2) Several certificates each for one or more of his shares upon payment of one rupee for every certificate after the</li> </ol>   |

first.

- (3) Every certificates shall be under the seal and shall specify the shares to which it relates, and the amount paid-up thereon.
- (4) 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 the certificate for a share to one of the several joint holders shall be sufficient delivery to all such holders.
- (5) If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any not exceeding Re. 1/- and on such terms, if any, as to evidence and indemnity and the payment of out of pocket expenses incurred by the Company in investigating evidence, as the Board of Directors think fit.

## **“RENEWAL OF CERTIFICATE”**

- 24** “If any certificate of any share/shares be surrendered to the Company for sub-division or consolidation or if any certificate be defaced, torn or old, decrepit, worn out or where the cages in the reverse for recording transfer have been utilized, then, upon surrender thereof to the Company, the Board may order the same to be cancelled and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then, upon, proof thereof to the satisfaction of the Board and on such indemnity the Board think fit being given, a new certificate in lieu thereof shall be given to the party entitled to the shares to which such a lost or destroyed certificate shall relate where a certificate has been issued in place of a certificate which has been defaced etc. lost or destroyed, it shall state on the face of it and against the stub or counterfoil that it is issued in lieu of a share certificate or is a duplicate issued or one so defaced etc., lost or destroyed as the case may be and in the case of a certificate issued in place of one which has been lost or destroyed, the word “DUPLICATE” shall be stamped or punched in bold letters across the face thereof. For every certificate issued under this article there shall be paid to the Company the sum of Rs. 2/- or such a smaller sum together with such out of pocket expenses incurred by the Company in investigating evidence as the Board may determine.

Where a new certificate has been issued in pursuance to last preceding para, particulars of every such certificate shall also be entered in a Register of Renewed and Duplicate Certificate indicating against the name of the person to whom the certificate is issued the number and date of issue of the certificate in lieu of which the new certificate is issued and the necessary changes indicated in the Register of Members by suitable clause reference in the remark column. All entries made in the Register of Members or in the Register of Renewed and Duplicate Certificate shall be authenticated in

		accordance with the requirements of the Companies (Issue of Share Certificate Rule 1960) as the same may be in force from time to time or of any rules issued in substitution thereof”
<b>“THE FIRST NAME OF JOINT HOLDERS DEEMED SOLE HOLDER”</b>	<b>25</b>	If any share stands in the names of two or more persons, the person first named in the Register of Members shall as regards receipt of dividends or bonus, or service of notices and all or any other matter connected with the Company, except voting at meetings, and the transfer of the shares, be deemed the sole holder thereof but the joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share and for all incidents thereof according to the Company’s Regulations.
<b>“COMPANY NOT BOUND TO RECOGNISE ANY INTEREST IN SHARE OTHER THAN THAT OF REGISTERED HOLDERS</b>	<b>26</b>	Except as ordered by a Court having jurisdiction or as by law required, the Company shall not be bound to recognize any equitable, contingent, future or partial interest in any share, or (except only as in by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles in the person from time to time registered as the holder thereof; but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.
<b>“FUNDS OF THE COMPANY NOT TO BE USED IN PURCHASE OF SHARES OF THE COMPANY”</b>	<b>27</b>	None of the funds of the Company shall be applied in the purchase of any shares of the Company, and it shall not give any financial assistance for or in connection with the purchase or subscriptions of any shares in the Company or in its holding Company save as provided by Section 77 of the Act.
<b>UNDERWRITING AND BROKERAGE</b>		
<b>COMMISSION MAY BE PAID</b>	<b>28</b>	Subject to the provisions of Section 76 of the Act, the Company may at any time pay a commission and/or brokerage to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for the preference shares or debentures issued by the Company at a rate not exceeding two and one half percent .
<b>BROKERAGE</b>	<b>29</b>	The Company may pay a reasonable sum for brokerage on the shares or debentures reserved for progressive farmers from the Tarai Area, Farmer of balance area of Nainital Distt., Almora, Bageshwer, Pithoragarh & Champawat and Garhwal Mandal Constituency Area in the Company.
<b>INTEREST OUT OF CAPITAL</b>		
<b>“INTEREST OUT OF CAPITAL”</b>	<b>30</b>	Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works of buildings, or the provision of any plant, which cannot be made profitable for a lengthy period, the Company may pay interest on so much of that share capital as is for the time being paid up, for the period at the rate and subject to the conditions and restrictions provided by Section 208 of the

Act, and may charge the same to capital as part of the cost of construction of the work of building or the provision of plant.

### **CALLS**

- |  |           |   |
|--|-----------|---|
| <b>“DIRECTORS MAY MAKE CALLS”</b>                      | <b>31</b> | The Board may, from time to time, by a resolution passed at a meeting of the Board (and not by Circular Resolution) make such call as it thinks fit upon the member in respect of all money unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and at the time and places appointed by the Board. A call may be made payable by installments, no call shall exceed twenty-five percent of the nominal amount of a share and no call shall be made within six months of the previous call.  |
| <b>“NOTICE OF CALLS”</b>                               | <b>32</b> | Fifteen days' notice at least of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.  |
| <b>“CALL TO DATE FROM RESOLUTION”</b>                  | <b>33</b> | A call shall be deemed to have been made at the time when the resolution authorizing such call was passed at a meeting of the Board.  |
| <b>“EXTENSION OF TIME”</b>                             | <b>34</b> | 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 all or any of the members who from residence at distance or other cause, the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension as a matter of right.   |
| <b>“CALLS TO CARRY INTEREST”</b>                       | <b>35</b> | If any member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board; but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.  |
| <b>“PROOF ON TRIAL OF SUIT FOR MONEY DUE ON SHARE”</b> | <b>36</b> | On the trial or hearing of any action of 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 subsequent to the date at which the money sought to be recovered is alleged to have become due; of the shares in respect of which such money is sought to be recovered; that the resolution making call is duly recorded in the Minute Book; and that notice of such call was duly given to the member or his representative used in pursuance of these articles; and it shall not be necessary to prove the appointment of the Directors who made such call nor that a quorum of Directors was present at the Board 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 of the debt.
- “PARTIAL PAYMENT NOT TO PRECLUDE FORFEITURE”**      **37**      Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.
- “PAYMENT IN ANTICIPATION OF CALLS MAY CARRY INTEREST”**      **38**      The Board may, if it thinks fit, agree to and receive from any member willing to advance the same, all or any part of the amounts of his shares beyond the sums actually called-up and upon the moneys so paid in advance, or upon so much thereof, from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advance are made, the Board may pay or allow interest, at such rate as the member paying the same in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may, at any time repay the same upon giving to the member three months notice in writing.
- “COMPANY’S LIEN”**      **39**      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 money whether presently payable or not, called or payable at fixed time in respect of such shares and no equitable interest in any share shall be created except upon the footing and condition that Article 27, hereof is to have full effect and such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of transfer of shares shall operate as a waiver of the Company’s lien, if any on such shares.
- Provided that the Board of Directors may at any time exempt any shares wholly or in part from the provisions herein before mentioned.
- “ENFORCING LIEN BY SALE”**      **40**      The Company may sell, in such manner as the Board thinks fit any shares on which the Company has a lien:  
Provided that no sale shall be made:
- (a) unless a sum in respect of which the lien exists is presently payable, or
  - (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled by reason of the death or insolvency.
- “APPLICATION OF PROCEEDS OF SALES”**      **41**      The net proceeds of the sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently



**“VALIDITY OF  
SALES IN EXERCISE  
OF LIEN AND AFTER  
FORFEITURE”**

- 42 payable and the residue, if any, shall be paid to such member, his executors or administrators or assigns or his committee or other legal representatives as the case may be.
- 42 Upon any sale after forfeiture or for enforcing a lien in purported exercise of the power herein before mentioned, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser’s name to be entered in the register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money, and after his name has been entered in the Register of Members in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

**“NEW  
CERTIFICATE”**

- 43 Where any shares under the powers in that behalf herein contained are sold by the Board and the certificate in respect thereof has not been delivered upto the Company by the former holder of such shares the Board may issue a new certificate or such shares distinguishing it in such manner as they may think fit from the certificate so delivered up.

**FORFEITURE OF SHARES**

**“NOTICE TO  
MEMBER”**

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

**“TERMS OF  
NOTICE”**

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

**“IN DEFAULT OF  
PAYMENT, SHARES  
TO BE FORFEITED”**

- 46 If the requirement 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 before the payment required by the notice has been made, be forfeited by a resolution of the board to that effect.

**“DISPOSAL OF  
FORFEITED SHARE  
& ANNULMENT”**

- 47 (a) The forfeited share may be sold or otherwise disposed off on such terms and in such manner as the Board thinks fit.
- (b) at any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

**“LIABILITY OF  
MEMBER IN**

- 48 A person whose share have been forfeited shall cease to be a member in respect of the forfeited shares, but shall,

**RESPECT OF  
FORFEITED  
SHARES”**

notwithstanding the forfeiture, remain liable to pay to the Company all moneys which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. The liability of such person shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.

**“VALIDITY OF SALE  
OF FORFEITED  
SHARES**

- 49** (a) A duly verified declaration writing that the declarant is a director, the secretaries and treasures, 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 stated as against all person claiming to be entitled to the share.
- (b) 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 off.
- (c) the transferee shall thereupon be registered as the holder of the share.
- (d) 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 off the same.

**“APPLICATION”**

- 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.

**“NEW  
CERTIFICATES”**

- 51** Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates issued in respect of the relative shares sold shall stand cancelled and become null and void and of no effect and the Directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled,

**TRANSFER & TRANSMISSION OF SHARES**

**“INSTRUMENT OF  
TRANSFER”**

- 52** (a) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor or 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.

**“FORM OF  
TRANSFER”**

- 53** The instrument of transfer of any share shall be in writing and shall be in the form prescribed under Section 108(1A) of the Act.

**“DIRECTORS MAY**

- 54** The Board may, subject of the right of appeal conferred by

**REFUSE TO  
TRANSFER”**

Section 111 decline to register:

- (a) the transfer of share, not being a fully paid shares, to a person of whom they do not approve, or
- (b) any transfer of shares on which the Company has a lien.
- (c) transfer of any shares allotted to progressive farmers under Article 5 of these Articles to any person who, in the opinion of the Directors is not a progressive farmer.

**“ACTION”**

**55** The Board may also decline to recognize any instrument of transfer unless:-

- (a) a fee of rupees two is paid to the Company in respect thereof;
- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transfer or to make the transfer, and
- (c) the instrument of transfer is in respect of only one class of shares.

**“REGISTER OF  
TRANSFERS”**

**56** The Company shall keep a “Register of Transfer” and therein shall be entered fairly and distinctly particulars of every transfer or transmission of any shares.

**“CLOSURE OF  
TRANSFER BOOKS”**

**57** The Board shall have power on giving seven days notice by advertisement in a newspaper circulating each in the Tarai Constituencies Area, Kumaun Hills Constituency Area including Farmer of balance area of Nainital Distt., Almora, Bageshwer, Pithoragarh & Champawat & Garhwal Mandal Constituency Area to close the transfer books, the Register of Members or Register of Debenture holders at such time or times and for such period or periods not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year, as it may seem expedient.

**“DEATH OF ONE OR  
MORE JOINT  
HOLDERS OF  
SHARES”**

**58** In the case of the death of any one or more of the persons named in the Register of Members as the joint holders of any share, the survivor or survivors shall be the only persons recognized by the Company as having any title to or interest in such share but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.

**“TITLE TO SHARES  
OF DECEASED  
MEMBER”**

**59** The executors or administrators of a deceased member (not being one of two or more joint- holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member, and the Company shall not be bound to recognize such executors or administrators unless such executors or administrators shall have first obtained probate or letters of administration as the case may be from a duly constituted Court in the Union of India; provided that in any case where the Board in its absolute discretion thinks fit the Board may dispense with the production of probate or letter of administration, and under

<b>“CERTIFICATES FROM CONTROLLER OF ESTATE DUTY WHEN REQUIRED”</b>	<p>Article 62 register as a member the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member.</p> <p><b>60</b> If any member of the Company dies, and the Company, through any of its principal officers within the meaning of the Estate Duty Act, 1953 has knowledge of the death, it shall not be lawful for the Company to register the transfer of any shares standing in the name of the deceased member unless the Company is satisfied that the transferee has acquired such transfer for valuable consideration or there is produced to it a certificate from the Controller, Deputy Controller or Assistant Controller of Estate Duty that either the estate duty in respect thereof has been paid or will be paid or none is due, as the case may be where the Company has come to know through any of its principal officers of the death of any member, the Company shall, within a month of the receipt of such knowledge, furnish to the Assistant Controller or Deputy controller of Estate Duty, who is exercising the functions of the Income-Tax Officer in the case of the Company, such particulars as may be prescribed by the Estate Duty Rules.</p>
<b>“REGISTRATION OF PERSONS ENTITLED TO SHARES OTHERWISE THAN BY TRANSFER”</b>	<p><b>61</b> Subject to the provisions of Articles 59 and 60, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any member, or the marriage of any female 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 this Article, of his title, as the Board thinks sufficient, either be registered himself as the holder of the shares or subject to Article 60 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 an instrument of transfer in accordance with the provision herein contained and until he does so, he shall not be free from any liability in respect of the shares.</p>
<b>“TRANSFER TO BE PRESENTED WITH EVIDENCE TO TITLE”</b>	<p><b>62</b> Every instrument of transfer shall be presented to the Company for registration duly stamped, accompanied by the certificate relating to the shares and such other evidence as the Board may require to prove the title of the transferor, his right to transfer the shares and every registered instrument of transfer shall remain in the custody of the Company and until destroyed by order of the Board.</p>
<b>“CONDITIONS OF REGISTRATION”</b>	<p><b>63</b> Previous to the registration of a transfer the Certificate of the shares to be transferred must be delivered to the Company together with (save as provided in Section 108 of the Act), a properly stamped and executed instrument of transfer.</p>

**“FEES ON  
TRANSFER OR  
TRANSMISSION”**

**64** Fees on transfer or transmission of shares etc. shall be paid to the Company, in respect of the transfer or transmission of any number of shares to the same party the sum subject to such minimum and maximum on any transfer as shall from time to time be determined by the Board.

**“LIABILITY OF  
COMPANY”**

**65** The Company shall incur no liability or responsibility whatever 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 so to do, though it may have been entered or referred to in same 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 the Board shall so think fit.

**“COPIES OF  
MEMORANDUM  
AND ARTICLES FOR  
MEMBERS”**

**66** Copies of the memorandum and Articles of Association of the Company and other documents referred to in Section 39 of the Act shall be sent by the Company to every member at his request on payment of sum of one rupee for each copy.

**CONVERSION OF SHARES INTO STOCK**

**“CONVERSION OF  
SHARES”**

**67** The Company may, by Ordinary Resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination.

**“RIGHT OF  
STOCKHOLDERS.”**

**68** 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 amounts of stock transferable, so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

**69** 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.

**“REGULATIONS**

**70** Such of the regulations of the Company (other than those

**APPLICABLE”**

relating to share warrants) as are applicable to paid-up shares shall apply to stock and the words , “share” and “Shareholder” in these regulation shall include “stock” and “stockholder” respectively.

**SHARE WARRANTS****“SHARE  
WARRANTS”**

- 71** The Company may issue share warrant subject to and in accordance with the provisions of Sections 114 and 115; and accordingly the Board may in its discretion, with respect to any share which is fully paid-up on application in writing signed by the person registered as holder of the share and authenticated by such evidence (if any) as the Board may, from time to time: require as to the identity of the person signing the application and on receiving the certificate (if any), of the share and the amount of stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.

**“RIGHTS AND  
PRIVILEGES OF  
BEARER OF SHARE  
WARRANT”**

- 72** The bearer of a share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending, and voting and exercising the other privilege of a member at any meeting held after the expiry of two clear days from the time of deposit, as if his name was inserted in the Register of Members as the holder of the share included in the deposited warrant.

Not more than one person shall be recognized as depositor of the share warrant.

The Company shall, on two days’ written notice, return the deposited share warrant to the depositor.

Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privilege of a member at a meeting of the Company, or be entitled to receive any notices from the Company. The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he was named in the Register of Members as the holder of the shares included in the warrant, and he shall be member of the Company.

The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

**BORROWING POWERS****“POWER TO  
BORROW”**

- 73** Subject to the provisions of Sections 292 and 293 of the Act, and of these Articles, 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 secure the payment of any sum or sums of money for the

Company.

Provided, however, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) exceed the aggregate of the paid-up capital of the Company and its free reserves (not being reserves apart for any specific purpose) the Board shall not borrow such moneys without the consent of the Company in General Meeting. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

**“PAYMENT OR  
REPAYMENT OF  
MONEYS  
BORROWED”**

**74** 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 Board may think fit and in particular by a resolution passed at a meeting of the Board (and not by circular resolution) by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being, and 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 ISSUE  
OF DEBENTURES”**

**75** Any 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 privileges and conditions as to redemption, surrender, drawing allotment of shares and attending (but not voting) at General Meeting, appointment of directors and otherwise, debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting.

**“REGISTER OF  
MORTGAGES”**

**76** The Board shall cause a proper register to be kept in accordance with the provisions of Section 143 of the Act, of all mortgages, debentures and charges specifically affecting the property of the Company, and shall cause the requirements of Section 125 and Section 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with so far as they fail to be complied with by the Company.

**“REGISTER AND  
INDEX”**

**77** The Company shall, if at any time it issues debentures, keep a Register and Index of Debenture holders in accordance with Section 152 of the Act.

**MEETING OF MEMBERS**

**“ANNUAL GENERAL  
MEETING”**

**78** The first Annual General Meeting of the Company shall be held within a period of not more than eighteen months from the date of its incorporation. The Company shall in each subsequent year hold in addition to any other meetings a general meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next,

		except, when for any special reason the time for holding the annual general meeting (not being the first annual general meeting) has been extended by the Registrar by virtue of the power conferred by the second proviso under Sub-Section (1) of Section 166 of the Companies Act, 1956 by a period not exceeding three month.
		Every annual general meeting shall be called for a time during business hours on a day that is not a public holiday, and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated; provided that the Company may by resolution agreed to by all the members thereof, fix the time as well as the place for its annual general meeting.
<b>“ANNUAL SUMMARY”</b>		An annual return prepared in accordance with section 159 of the Act, along with the certificate referred to in Section 161 of the Act, shall be filed with the Registrar of Companies within sixty days from the day on which the annual general meeting is held.
<b>“EXTRAORDINARY GENERAL MEETING”</b>	<b>79</b>	The Board may whenever it thinks fit call an extraordinary general meeting and it shall do so upon a requisition in writing by any member or members holding in the aggregate not less than one tenth of such of the paid-up capital of the Company as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made.
<b>“REQUISITION OF MEMBERS TO STATE OBJECT OF MEETING”</b>	<b>80</b>	Any valid requisition so made by members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the office; provided that such requisition may consist of several documents in like form, each signed by one or more requisitionists.
<b>“ON RECEIPT OF REQUISITION, DIRECTORS TO CALL MEETING AND IN DEFAULT REQUISITIONISTS MAY DO SO”</b>	<b>81</b>	Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty one days from the date of the requisition being deposited at the office, to cause a meeting to be called on a day not later than 45 days from the date of deposit of the requisition, the requisitionists or such of their number as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to in Section 169(4) (a) of the Act whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.
<b>“MEETING CALLED BY REQUISITIONISTS”</b>	<b>82</b>	Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.
<b>TWENTY-ONE DAYS’</b>	<b>83</b>	Twenty-one days’ notice at the least of every general meeting,



**NOTICE OF  
MEETING TO BE  
GIVEN”**

annual or extraordinary, and by whomsoever called specifying the day, place and hour of meeting and the general nature of business to be transacted thereat, shall be given in the manner hereinafter provided, such persons as are under these Articles entitled to receive notice from the Company provided that in the case of an annual general meeting with the consent in writing of all the members entitled to vote thereat and in the case of any other meeting with the consent of the members holding not less than 95 percent of such part of the paid-up share capital of the Company as gives a right to vote at the meeting, a meeting may be convened by a shorter notice. In the case of an annual general meeting, if any business other than (i) the consideration of accounts, balance sheets and report of the Board and Auditors, (ii) the declaration of dividend, (iii) the appointment of directors in place of those retiring, (iv) the appointment of, and fixing of the remuneration of, the Auditors, is to be transacted, and in the case of any other meeting in any event, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business including in particular the nature and extent of the interest, if any, therein of every director, managing agent, secretaries and treasurers and the manager (if any). Where any item of business consists of the according of approval to any document by the meeting, the time and place where the documents can be inspected shall be specified in the statement aforesaid.

**“OMMISSION TO  
GIVE NOTICE NOT  
TO INVALIDATE A  
RESOLUTION  
PASSED.”**

**84** The accidental omission to give any such notice as aforesaid to any of the members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.

**“NOTICE OF  
BUSINESS TO BE  
GIVEN”**

**85** No general meeting, annual or extraordinary, shall be competent to enter upon, discuss or transact any business which has not been specifically mentioned in the notice or notices upon which it was convened.

**“QUORUM AT  
GENERAL  
MEETING”**

**86** “Fifty members or one tenth of the total number of members whichever is less, present in person shall be a quorum of general meeting of the Company. The corporation being a member shall be deemed to be personally present, if represented at the meeting in accordance with Section 187 of the Act subject to aforesaid , the provisions of Section 174 regard to the quorum shall apply for it.”

**“IF QUORUM NOT  
PRESENT, MEETING  
TO BE DISSOLVED  
AND ADJOURNED.”**

**87** If at the expiration of half an hour from the time appointed for the meeting, a quorum of members shall not be present, the meeting, if convened by or upon the requisition of members, shall stand dissolved, but in any other case it shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday, at the same time and place or to such other

<b>“CHAIRMAN OF GENERAL MEETING.”</b>	<p>day and at such other time and place as the Board may determine, and if at such adjourned meeting a quorum of members is not present at the expiration of half an hour from the time appointed for the meeting those members who are present shall be quorum, and may transact the business for which the meeting was called.</p> <p><b>88</b> The Chairman of the Board, if any, shall be entitled to take the chair at every general meeting, whether annual or extraordinary, if there be no such Chairman or if at any meeting he is not present within fifteen minutes of the time appointed for holding such meeting then the members present shall elect another director as chairman, and if no director be present or if all the directors present decline to take the chair, then the members present shall elect one of their member to be chairman.</p>
<b>“BUSINESS CONFINED TO ELECTION OF CHAIRMAN WHILST CHAIR IS VACANT”</b> <b>“CHAIRMAN WITH CONSENT MAY ADJOURN MEETING”</b>	<p><b>89</b> No business shall be discussed at any general meeting except the election of a Chairman whilst the chair is vacant.</p> <p><b>90</b> The Chairman with the consent of the meeting, may adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p>
<b>“QUESTION AT GENERAL MEETING HOW DECIDED”</b>	<p><b>91</b> At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hand) demanded by at least five members having the right to vote on the resolution and present in person or by proxy, or by the Chairman of the meeting or by any member or members holding not less than one tenth of the total voting power in respect of the resolution or by any member or member present in person or by proxy and holding shares in the Company conferring a right to vote on the resolution having shares on which an aggregate sum has been paid-up which is not less than one tenth of the total sum paid-up on all the shares conferring that right, and unless a poll is so demanded a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority, or lost, and on entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.</p>
<b>“CHAIRMAN'S CASTING VOTE.”</b>	<p><b>92</b> In the case of equality of votes the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the vote or votes to which he may be entitled as a member.</p>
<b>“POLL TO BE TAKEN, IF</b>	<p><b>93</b> If a poll is demanded as aforesaid the same shall subject to Article be taken at such time (not being later than 48 hours</p>

**DEMAND.”**

from the time when the demand was made) and place and either by open voting or by ballot, as the Chairman shall direct, 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 meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

**“SCRUTINEERS AT POLL”****94**

Where a poll is to be taken, the Chairman of the Meeting shall appoint scrutineers to scrutinize the votes given on the poll and to report thereon to him. One of the scrutineers so appointed shall always be a member (not being an officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from office and fill vacancies in the office of scrutineer arising from such removal or from any other cause.

**“IN WHAT CASE POLL TAKEN WITHOUT ADJOURNMENT.”****95**

Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith and without adjournment.

**“DEMAND FOR POLL NOT TO PREVENT TRANSACTION OR OTHER BUSINESS”****96**

The demand for a poll except on the question of the election of the Chairman and of a adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

**VOTES OF MEMBERS****“MEMBERS IN ARREARS NOT TO VOTE”****97**

No member shall be entitled to vote either personally or by proxy at any general meeting or meeting of any class of shareholders either upon a show of hands or upon a poll whilst any money due from him, alone or jointly to the Company in respect of any shares registered in his name on which any calls or others sums presently payable by him, have not been paid or in regard to which the Company has, and has exercised any right of lien.

**“NUMBER OF VOTES TO WHICH MEMBER ENTITLED”****98**

Subject to the provisions of this Article and Article 96 every member not disqualified by the last preceeding Article shall be entitled to be present, and to speak and vote at such meeting, and on a show of hands every member present in person shall have one vote and upon a poll every member present in person or by proxy shall have one vote for every share held by him either alone or jointly with any other person or persons. Provided, however, if any preference shareholder be present at any meeting of the Company, he shall have a right to vote only on resolutions placed before the meeting which directly affect the right attached to his preference shares.

**“HOW MEMBERS NON- COMPOSMENT****99**

A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy,

**AND MINOR MAY  
VOTE”**

may vote, whether on a show of hands or on a poll, by his Committee or other legal guardian may, on a poll, vote by proxy; if any member be minor the vote in respect of his share shall be by his guardian, or any one of his guardians, if more than one, to be elected in case of dispute by the Chairman of the meeting.

**“VOTE OF JOINT  
MEMBERS”**

**100** If there be joint registered holders of any shares, any one of such persons may vote at any meeting either personally or by proxy in respect of such shares, as he was solely entitled thereto, provided that if more than one of such joint holders be present at any meeting either personally or by proxy that one of the said persons so present whose name stands higher on the Register of Members shall alone be entitled to vote in respect of such shares but the other or others of the joint holders shall be entitled to be present at the meeting. Several executors or administrations of a deceased member in whose name shares stand shall for the purpose of these Articles be deemed joint-holders thereof.

**“VOTING IN PERSON  
OR BY PROXY”**

**101** Subject to the provisions of these Articles votes may be given either personally or by proxy. A corporation or society being a member may vote by any proxy or representative duly authorized in accordance with Section 187 of the Act and such representative shall be entitled to speak, demand a poll, vote, appoint a proxy and in all other respects exercise the rights of a member and shall be reckoned as a member for all purposes.

For the Govt. of India/National Seed Corporation Ltd., the President/Board of Directors of the National Seeds Corporation Ltd. shall be eligible to nominate representatives according to Section 187A.

For the Government of Uttarakhand, the Governor shall be eligible to nominate representatives according to Section 187A.

**“APPOINTMENT OF  
PROXY”**

**102** Every proxy (whether a member or not) shall be appointed in writing under the hand of appointer of his attorney, or if such appointer is a corporation under the common seal of such corporation, or the hand of its attorney who may be the appointee, and committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meeting.

**“NO PROXY EXCEPT  
FOR A  
CORPORATION TO  
VOTE ON A SHOW  
OF HANDS”**

**103** No members present only by proxy shall be entitled to vote on a show of hands unless such member is a corporation present by a proxy who is not himself a member, in which case such proxy have a vote on the show of hands as he were a member.

**“DEPOSIT OF  
INSTRUMENT OF  
APPOINTMENT”**

**104** The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the office not less than forty-eight hours before the time for holding the meeting at which the person named in

<b>“FORM OF PROXY”</b>	<b>105</b>	the instrument proposed to vote and in default the instrument of proxy shall not be treated as valid.
<b>“VALIDITY OF VOTES GIVEN BY PROXY NOTWITHSTANDING DEATH OF MEMBER.”</b>	<b>106</b>	Every instrument of proxy whether for a specified meeting or otherwise shall as nearly as circumstances will admit, be in either of the forms set out in Schedule IX of the Act.
<b>“TIME OF OBJECTION OF VOTES”</b>	<b>107</b>	A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of principal, or revocation of the proxy or of any power of attorney under which such proxy was signed or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death, revocation or transfer shall have been received at the office before the meeting.
<b>“CHAIRMAN OF ANY MEETING BE THE JUDGE OF VALIDITY OF ANY VOTE”</b>	<b>108</b>	No. objection shall be made to the validity of any vote, except at the meeting or poll at which such vote shall be tendered, and every vote whether given personally or by proxy, not disallowed at such meeting or poll whatsoever.
<b>“MINUTES OF GENERAL MEETING AND INSPECTION THEREOF BY MEMBER”</b>	<b>109</b>	The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting, the Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
	<b>109</b>	The Company shall cause to be kept minutes of all proceeding of general meeting which shall contain a fair and correct summary of the proceedings thereat and the book containing such minutes shall be kept at the office of the Company and shall be open, during business hours for such periods not being less in the aggregate than two hours in each day as the Directors may determine, to the inspection of any member without charge. Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which , in the opinion of the Chairman of the meeting (a) is, or could reasonably be regarded as, defamatory of any person, (b) is irrelevant or immaterial to the proceedings, or (c) detrimental to the interests of the company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds. Any such minutes, if purporting to be signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the next succeeding meeting, shall be prima facie evidence of the proceedings.

### **DIRECTORS**

<b>NUMBER OF DIRECTORS</b>	<b>110</b>	“Unless otherwise determined by the Company in General Meeting and subject to Section 252 of the Act, the number of Directors shall not be less than three and not more than seventeen.
<b>REPERSENTATION FOR GOVT. OF UTTARAKHAND, GBPUA&amp;T,</b>	<b>111</b>	The Directors shall be appointed in the manner set out hereinafter : i. The entire subscribed equity capital of the Company shall be divided into block as follows:

## PANTNAGAR AND NSC.

BLOCK 'A' – Share held by the Government of Uttarakhand  
BLOCK 'B' - Share held by Central Govt. through National Seeds Corporation Ltd.

BLOCK 'C' – Shares held by G.B.Pant University of Agriculture & Technology, Pantnagar.

BLOCK 'D' - Deleted

BLOCK 'E' - Deleted

BLOCK 'F' - Shares held by farmers of the Tarai Area including Kanpur-Faizabad Area

BLOCK 'G' – Shares held by farmers of balance area of Nainital, Almora, Bageshwer, Pithoragarh & Champawat, Districts of Kumaon region.

BLOCK 'H' – Shares held by farmers of Garhwal Mandal Area.

ii. The numbers of Directors to be elected/nominated by holders of shares in each block shall be as follows :

<b>Blocks</b>	<b>Number of Directors to be elected or nominated</b>
"A"	6
"B"	3
"C"	2
"D"	Deleted
"E"	Deleted
"F"	4
"G"	1
"H"	1
<b>Total :</b>	<b>17</b>

The Chairman of the Board of Directors will be nominated by the State Govt. and he will be one of the Directors in Block "A".

For the purpose of election of Directors of holders of shares in Block "F" the entire area of Tarai Seed Project be divided into four constituencies as under :

1. I Kichha, Baheri, Haldwani, Sitarganj
2. II Bilaspur including Kanpur- Faizabad constituency area.
3. III Kashipur, Ramnagar,
4. IV Bazpur, Swar, Gadarpur

The Kumaon Hills constituency area including Farmer of balance area of Nainital Distt., Almora, Bageshwer, Pithoragarh & Champawat and the Garhwal Mandal area will form one constituency each for election of one director from each of those areas.

iii. The elections shall be held in accordance with the rules framed by Directors in this behalf. Such rules shall come into operation as soon as they are made but shall be subject to

such alterations as may be passed by the general body of the shareholders.

iv. The appointment of the Directors shall be made once in three years. The first appointment will be made before the close of calendar year 1978. These appointments shall be made in separate meetings of the holders of shares of each of the Six constituencies of share holders in Block “F”, “G” & “H” which shall be held before the Annual General Meeting of the Company in the relevant year and will thereafter be recorded as a part of the minutes of the Annual General Meeting.

Chairman of the Board of Directors or his nominee shall preside over the meetings for election of Directors in each block

**APPOINTMENT OF  
ALTERNATE  
DIRECTOR**

**112** The Board may appoint an Alternate Director to act for a Director (hereinafter called ‘the original director’) during his absence for a period of not less than three months from the state in which the Board Meeting is usually held. An Alternate Director appointed under this Article shall vacate office if and when Original Director returns to the State. If the term of office of the Original Director is determined before he so returns to the state any provision in these Articles for the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the alternate Director.

**DIRECTOR MAY  
FILL UP  
VACANCIES**

**113** Subject to the provisions of Sections 260, 261, 262, 264 and 284 (6) of the Act, the Board shall have power, at any time, and from time to time to appoint any other qualified person to be a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum fixed as above, and any person so appointed shall retain his office only until the next Annual General Meeting, but shall then be eligible for re-election. “Provided that vacancy in the office of a Director representing any block shall be filled in from the holders of the shares in the same block”.

**QUALIFICATION OF  
DIRECTORS**

**114** Subject to the provisions of Section 270 of the Act, the qualification of a Director (other than the Debenture Director, if any) shall be the holding of equity shares in the Company of the aggregate nominal value of Rs. 5,000/- (Rupees Five Thousand) A director may act before acquiring his qualification but in any case shall acquire the same within two month after his appointment. An officer of the Central Govt., Uttarakhand Govt., National Seeds Corporation Ltd, The G.B.Pant University of Agriculture and Technology, Pantnagar shall not be required to hold any qualification.

**FIRST DIRECTORS**

**115** The first Directors of the Corporation will be :

**1. Shri Dhyan Pal Singh :** Vice Chancellor,

U.P. Agricultural  
University, Pantnagar.  
(Nainital)

**2. Dr. Ripusudna Lal Paliwal** : Director,  
Experiment Station & Seed  
Production, U.P. Agricultural  
University, Pantnagar.  
(Nainital)

**3. Shri Prem Nath Mehta** : Escorts Farm,  
Kashipur. (Nainital)

<b>REMUNERATION OF DIRECTORS (AS AMENDED IN 27<sup>TH</sup> GENERAL MEETING HELD ON DECEMBER 21, 1996)</b>	<b>116</b>	“Each Director shall receive out of the funds of the Company by way of sitting fee for his services a sum as may be prescribed by the Act or by the Central Govt. from time to time and decided by the Board of Directors of the Company within the prescribed limits for every meeting of the Board or any Committee of Directors attended by him. The Director shall also be entitled to be paid the actual air-fare each way of 1½ times first class air conditioned rail fare each way from the usual place of residence to the place at which the meeting of the Board is held plus Rs. 100/- per day for each day he has to remain away from his usual station. Provided that when a director uses his own vehicle for attending the Board’s meeting, road mileage at the rates chargeable under the Traveling Allowance Rules of the Uttarakhand Govt. would be payable.
<b>SPECIAL REMUNERATION OF DIRECTOR PERFORMING EXTRA SERVICE</b>	<b>117</b>	Subject to the provisions of Sections 198, 309 and 310 of the Act, if any Director be called upon to perform extra services or make special exertions or efforts (which expression shall include work done by a Director as a member of any committee formed by the Directors) the Board may arrange with such Director for such special remuneration for such extra services or special exertions or efforts either by a fixed sum or otherwise as may be determined by the Board.
<b>EXPENSES INCURRED BY A DIRECTOR FOR GOING OUT ON COMPANY’S BUSINESS</b>	<b>118</b>	If any Director be called upon to go or reside out of his usual place of residence on the Company’s business he shall be entitled to be paid any traveling or other expenses incurred in connection with the business of the Company.
<b>DIRECTORS MAY ACT NOTWITHSTANDING VACANCY</b>	<b>119</b>	The continuing Directors may act notwithstanding any vacancy in their body but if so long as their number is reduced below the number fixed by the Articles of the Company as the necessary quorum of Directors the continuing Directors may act for the purpose of increasing the number of Directors to that number or summoning a General Meeting, but for the other purpose.
<b>WHEN OFFICE OF DIRECTORS TO BE VACATED</b>	<b>120</b>	Subject to Sections 283 (2) and 314 of the Act the office of a Director shall be vacated if :



- (a) he is found to be of unsound mind by a court of competent jurisdiction ; or
- (b) he applies to be adjudicated an insolvent ; or
- (c) he is adjudged an insolvent or
- (d) he fails to pay calls made on him in respect of the shares held by him, whether alone, or jointly with others, within the specified period or within the specified months from the date of such calls being made or
- (e) he or any of his relatives or partners of any firm or which he is a partner or any of his relatives is a partner or any private Company in which he is a Director or member or any director, managing agent, secretary and treasurer or manager of such a private Company without, the sanction of a Special Resolution of the Company in general meeting accepts or holds any office of profit under the Company other than that of Managing Director, Directors, Managing Agent, Secretary and Treasurer, Manager, Legal or Technical Advisor, Banker or Trustee of the Company or the holders of debentures of the Company or any subsidiary of the Company unless the remuneration received from such subsidiary in respect of such office or place is paid over to the Company ; or
- (f) he absents himself from three consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three months whichever is longer without leave of absence from the Board ; or
- (g) he becomes disqualified by an order of court under Section 203 of the Act ; or
- (h) he is removed in pursuance of Section 284 of the Act ; or
- (i) he or any firm in which he is partner or any private Company of which he is a Director, accepts a loan, or any guarantee or security for a loan, from the Company in contravention of Section 295 of the Act ; or
- (j) he acts in contravention of Section 299 of the Act; or
- (k) he has become bound to retire under the provisions of Section 280 of the Act and no resolution has been passed in accordance with the provisions of Section 281 of the Act ;
- (l) he is punished with imprisonment for a term not less than six months or if he is convicted of an offence involving moral turpitude.

#### **DIRECTOR MAY CONTRACT WITH COMPANY**

- 121** A Director or his relative, a firm in which such Director or relative is partner, any other partner in such a firm or a private Company of which the Director is a member or director may enter into any contract with the Company for the sale, purchase or supply of goods, materials, services or for underwriting the subscription of any shares in ; or debentures of the Company provided that the sanction of the Board is obtained by a resolution passed at its meeting before or within three months of the date on which the contract is entered into in accordance with Section 297 of the Act. No sanction, however, shall be necessary to any contract for the sale,

purchase or supply of goods, material or services in which the Director, firm, partner or Company as the case may be regularly trades or does business where the value of such goods and material or the cost of such services do not exceed Rupees Five Thousand in the aggregate in any calander year comprised in the period of the contract. The Director, so contracting or being so interested, shall not be liable to the Company for any profit realized by any such contract by reason of such Director holding that office of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at a meeting of the Board at which the contract is determined, if his interest then exists, or in any other case at the first meeting of the Board after the acquisition of his interest.

**DISCLOSURE OF  
INTEREST**

**122** For the purpose of this Article a general notice given to the Board by a Director to the effect that he is director or a member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the notice, be entered into with that body corporate or firm shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for further periods of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such general notice and no renewal thereof, shall be of effect unless either it is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

**INTERESTED  
DIRECTOR NOT TO  
PARTICIPATE OR  
VOTE IN BOARD'S  
PROCEEDINGS**

**123** No Director shall as a Director take any part in the discussion of or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company, if he is in any way whether directly or indirectly concerned or interested in such contract or arrangement nor shall his presence, count for the purpose of forming a quorum at the time of any such discussion or vote, and if he does vote, his vote shall be void ; provided that the Board or any of its member may vote on any contract if indemnity against loss which it or any one or more of its members may suffer by reason of becoming or being sureties or surety for the Company. Nothing in this Article shall apply to any contract or arrangement entered into or to be entered into with a public Company, or a private Company which is a subsidiary of a public Company, in which the interest of the Director aforesaid consists solely in his being a Director of such Company and the holder of not more than shares of such number or value therein, as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company. This

article is subject to the provisions of subsection (2) (e) of Section 300 of the Act.

Provided the nominees of the Central Govt., Uttarakhand Govt., National Seeds Corporation Ltd., the G.B.Pant University of Agriculture & Technology, Pantnagar are deemed not to be covered by this Article.

<b>REGISTER OF CONTRACTS IN WHICH DIRECTORS ARE INTERESTED</b>	<b>124</b>	The Company shall keep a register in accordance with Section 310 of the Act in which shall be entered particulars of all contracts or arrangements in which Articles 122 and 123 apply including the date of the contract or arrangement, the names of the parties thereto, the principal terms and conditions thereof, the date on which it was placed before the Board, the names of the Directors voting for and against the contract or arrangement and the names of those remaining neutral, particulars of every such contract or arrangement shall be entered in the register aforesaid within three days of the meeting of the Board at which the contracts or arrangement was approved and the register shall be placed before the next meeting of the Board and shall be signed by all the Directors present at that meeting. The register aforesaid shall also specify, in relation to each Director of the Company, the names of the bodies, corporate and firms of which notice has been given by him under Article 123. The register shall be kept at the office of the Company and shall be open to inspection at such office and extracts may be taken therefrom and copies thereof may be required by any Member of the Company to the same extent in the same manner, and on payment of the same fee as in the case of Register of Members of the Company and the provisions of Section 163 of the Act shall apply accordingly.
<b>DIRECTORS MAY BE DIRECTORS OF COMPANIES PROMOTED BY THE COMPANY</b>	<b>125</b>	A Director may be or become a Director of any Company promoted by the Company, or in which it may be interested as a vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as a director or shareholder of such Company except in so far as Section 309 (6) or Section 314 of the Act may be applicable.
<b>ELIGIBILITY FOR RE-ELECTION COMPANY TO APPOINT SUCCESSORS</b>	<b>126</b>	A retiring Director shall be eligible for re-election.
	<b>127</b>	Subject to Sections 258 and 261 of the Act the Company, at the General Meeting at which a Director retires in manner aforesaid, may fill up the vacated office by electing a person thereto.
<b>PROVISIONS IN DEFAULT OF APPOINTMENT</b>	<b>128</b>	(a). If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week at the same time and place or if that day is public holiday till the next succeeding day which is not a public holiday, at the same time and place.

- (b). If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy the retiring Director shall be deemed to have been re-appointed at the adjourned meeting unless :
- (i) at that meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost ;
  - (ii) the retiring Director has by a notice in writing addressed to the Company or the Board, expressed his unwillingness to be so re-appointed.
  - (iii) he is not qualified or is disqualified for appointment.
  - (iv) a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act.
  - (v) The proviso to (2) of Section 263 of the Act is applicable to the case.

**COMPANY MAY  
INCREASE OR  
REDUCE THE  
NUMBER OF  
DIRECTORS**

- 129** Subject to Section 259 of the Act the Company may, by Ordinary Resolution from time to time increase or reduce the number of Directors, and the Company may (subject to the provisions of Section 284 of the Act) remove any Director before the expiration of his period of office and appoint another qualified person instead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same, if he had not been removed.

The provision does not apply to Directors nominated by Central Govt., Uttarakhand Govt., National Seeds Corporation Ltd, the G.B.Pant University of Agriculture and Technology, Pantnagar.

**NOTICE OF  
CANDIDATURE FOR  
OFFICE OF  
DIRECTOR EXCEPT  
IN CERTAIN CASES**

- 130** No person, not being a retiring Director, shall be eligible for election to the Office of Director at any General Meeting, unless he or some other member intending to propose him as, and at least fourteen clear days before the meeting, left at the office a notice in writing under his hand signifying his candidature for the Office of Director or the intention of such member to propose him and unless he had by himself or by his agent authorized in writing signed and filed with the Registrar of Companies a consent in writing to act as such Director.

**REGISTER OF  
DIRECTORS ETC.  
AND NOTIFICATION  
OF CHANGE TO  
REGISTRAR**

- 131** (a). The Company shall keep at its office a register containing the particulars of its Directors, Managers, Secretaries and other person mentioned in Section 303 of the Act., and shall otherwise comply with the provision of said section in all respects.
- (b). The Company shall in respect of each of its Directors

**DISCLOSURE BY  
DIRECTOR OF  
APPOINTMENT TO  
ANY OTHER BODY  
CORPORATE**

**132** (a). Every Director (including a person deemed to be a Director by virtue of the explanation to sub section (1) of Section 303 of the Act.), Managing Director, Manager, or Secretary of the Company shall, within 30 days of his appointment to any of the above offices in any other body corporate, disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under sub section (1) of Section 303 of the Act.

**DISCLOSURE BY A  
DIRECTOR OF HIS  
HOLDING OF  
SHARES AND  
DEBENTURES OF  
THE COMPANY ETC.**

(b). Every Director and every person deemed to be a Director of the Company by virtue of sub section (10) of Section 307 of the Act., shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provision of that section.

**PROCEEDINGS OF THE BOARD OF DIRECTORS**

**MEETINGS OF  
DIRECTORS**

**133** The Directors may meet together as a Board for the dispatch of business from time to time and shall so meet at least once in every three months and at least four such meetings shall be held in every year and they may adjourn and otherwise regulate their meetings as they think fit.

**NOTICE OF  
MEETING**

**134** Notice of every meeting of the Board shall be given in writing to every Director for the time being in India and at his usual address in India to every other Director.

**QUORUM**

**135** Subject to Section 287 of the Act, the quorum for a meeting of the Board shall be one-third of its total strength excluding Directors, if any, whose places may be vacant at the time and any fraction contained in that one-third being rounded off as one, or two Directors, whichever is higher. Provided that where at any time the number of interested Directors exceeds or is equal to two-third of the total strength the number of the remaining Directors, that is to say the number of Directors, who are not interested shall be the quorum during such time.

**ADJOURNMENT OF  
MEETING FOR  
WANT OF QUORUM**

**136** If a meeting of the Board could not be held for want of quorum, then the meeting shall stand adjourned to such day, time and place as the Director or Directors present at the meeting may fix.

**WHEN MEETING TO  
BE CONVENED**

**137** A Director may at any time, and the Secretary upon the request of a Director shall convene a Meeting of the Board by giving a notice in writing to every Director for the time being in India and at his usual address in India to every other Director.

**MEETING HOW  
DECIDED**

**138** "Question arising out in a meeting shall be decided by majority of votes. In case of equality of votes in any matter, the Chairman of the meeting, nominated by the State Government, shall have casting vote".

**POWERS OF BOARD  
MEETING**

**139** A Meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the

authorities, powers and discretions which by or under the Act or the Articles of the Company are for the time being vested in or exercisable by the Board generally.

**DIRECTORS MAY  
APPOINT  
COMMITTEES**

**140** Subject to the restrictions contained in Section 292 of the Act, the Board may delegate any of their powers to Committee of the Board consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such Committee of the Board, either wholly or in part, and either as to persons or purposes; but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have like force and effect as if done by the Board.

**MEETING OF  
COMMITTEE HOW  
TO BE GOVERNED**

**141** The meeting and proceedings of any Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meeting and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last proceeding Article.

**RESOLUTION BY  
CIRCULATION**

**142** No resolution shall be deemed to have been duly passed by the Board, or by a Committee thereof by circulation unless the resolution has been circulated in draft together with the necessary papers, if any, to all the Directors, or to all the members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Board of Committee as the case may be) and to all other Directors or members of Committee at their usual addresses in India and has been approved by such of the Directors or members of the Committee as are then in India, or by a majority of such of them as are entitled to vote on the resolution.

**ACTS OF BOARD OR  
COMMITTEE VALID  
NOT  
WITHSTANDING  
INFORMAL  
APPOINTMENT**

**143** All acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or person acting aforesaid, or that they or any of them were disqualified or had vacated office or that appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed and was qualified to be a Director and had not vacated office or his office had not been terminated. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

**MINUTES OF  
PROCEEDING AND**

**144** The Director shall cause minutes to be duly entered in a book or books provided for the purposes ;

**OF DIRECTORS AND  
COMMITTEES TO BE  
KEPT**

- i. of the names of the Directors present at such meetings of the Board and of any Committee of the Board.
- ii. of all orders made by the Board and any Committee of the Board.
- iii. of all resolutions and proceedings of meetings of the Board and Committees of the Board; and
- iv. in the case of each resolution passed at a meeting of the Board or any Committee of the Board the name of those Directors, if any dissenting from, or not concurring in the resolution.

Any such minutes of any meeting of the Board and Committee of the Board, if purporting to be signed by the Chairman of such meeting or by the Chairman, of the next succeeding meeting, shall be received as prima facie evidence of the matters stated in such minutes.

**POWERS TO  
DIRECTORS**

- 145** The business of the Company shall be managed by the Board, who 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 by the Company in General Meeting, subject nevertheless to the provisions of these Articles, to the provisions of the Act, or any other Act and to such regulations being not inconsistent with any of the aforesaid 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 provided that the Board shall not, except with consent of the Company in General Meeting ;
- (a) sell lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking ;
  - (b) remit, or give time for the repayment of any debt due by a Director ;
  - (c) invest otherwise than in trust securities the sale proceeds resulting from the acquisition without the consent of the Company, of any such undertaking as is referred to in Clause (a) or of any premises or properties used for any such undertaking and which cannot be carried on or can be carried on only with difficulty or only after a considerable time ;
  - (d) borrow money 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) will exceed the aggregate of the paid-up capital of the Company and its free reserves that is to

**UNTIL  
COMPLETION OF  
TRANSFER UNDER  
ARTICLES**

- say, reserves not set apart for any specific purpose, provided further that the power specified in Section 292 of the Act shall subject to these Articles be exercised only at meetings of the Board, unless the same be delegated to the extent therein stated ; or
- (e) contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees any amount the aggregate of which will, in any financial year, exceed twenty five thousand rupees or five percent of its average net profits as determined in accordance with the provisions of Section 349 and 350 of the Act during the three financial years immediately preceding, whichever is greater.

**CERTAIN POWER OF  
THE BOARD**

**146** Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the last preceding Article, it is hereby declared that the Directors shall have the following powers, that is to say, power :

- (i) To pay and charge to the capital account of the Company any commission or interest lawfully payable under the provisions of Sections 76 and 208 of the Act.
- (ii) Subject to Sections 292, 297 and 360 of the Act, to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit; and in any such purchase or other acquisition to accept such title as the Directors may believe, or may be advised to be reasonably satisfactory.
- (iii) At their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures, mortgages, or other securities of the Company and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds, debentures, mortgages or other securities may either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (iv) To secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time



- being or in such manner as they may think fit.
- (v) To accept from any member so far as may be permissible by law a surrender of his shares or any part thereof, on such terms and conditions as may be agreed.
  - (vi) To appoint any person to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested, or for any other purposes and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
  - (vii) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and or any claims or demands by or against the Company and to refer any differences to arbitration and observe and perform any awards made thereon.
  - (viii) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
  - (ix) To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
  - (x) Subject to the provisions of Sections 292, 293 (i) (a), 295, 369, 370, 372 and 373 of the Act to invest and deal with any moneys of the Company not immediately required for the purposes thereof, upon such security (not being shares of this Company), or without security and in such manner as they may think fit, and from time to time vary or realize such investments. Save as provided in Section 49 of the Act all investments shall be made and held in the Company's own name.
  - (xi) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and such mortgage may contain a power of sale and such other powers provisions, covenants and agreements as shall be agreed upon.
  - (xii) To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend, warrants, releases, contracts and documents, and to give the necessary authority for such purposes.

- (xiii) To distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business transaction ; and to charge such bonus or commission as part of the working expenses of the Company.
- (xiv) To provide for the welfare of Directors or ex-directors, employees or ex-employees of the Company and the wives, widows and families or the dependants or connections of such persons by building or contributing to the building of houses or dwellings or by grants of money pensions, gratuities, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to provident and other associations, institution funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospital, dispensaries, medical and other attendance and other assistance as the Board shall think fit; and to subscribe or contribute or otherwise to assist or to guarantee money to charitable benevolent, religious, scientific national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation or of public and general utility or otherwise.
- (xv) Before recommending any dividend, to set aside, out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund or to an insurance fund, or as a Reserve Fund or Sinking Fund or any special fund to meet contingencies or to repay debentures or debenture stock, or for special dividends or for equalizing dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the proceeding clause) as the Board may, in their absolute discretion think conducive to the interest of the Company and subject to Section 292 of the Act to invest the several sums so set aside or so much thereof as required to be invested, upon such investment (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such and dispose off and apply and expand all or any part thereof for the benefit of the Company, in such a manner and for such purposes as the Board, in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Board

apply or upon which they expand the same, or any part thereof may be matters to or upon which capital moneys of the Company might rightly be applied or expanded; and to divide the Reserve fund into such special funds as the Board may think fit, and to employ the assets constituting all or any of the above funds including the depreciation fund, in the business of the Company or in the purchase or payment of debentures or debenture stock, and without being bound to keep the same separate from the other assets, and without being bound to pay interest on the same with power however, to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper, not exceeding nine percent per annum.

- (xvi) To appoint, and at their discretion remove or suspend such Chief Executive Officer, General Manager other Managers, Secretaries, Assistants, Supervisors, Clerks, Agents and Servants for permanent, temporary or special services as they may, from time to time, think fit, and to determine their powers, duties and fix their salaries, or emoluments of remuneration, and to require security in such instances and to such amount as they may think fit. And also without prejudice as aforesaid from time to time provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit; and the provisions contained in the three next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause
- (xvii) To comply with the requirements of any local Law which in their opinion, it shall in the interests of the Company, be necessary for expedient to comply with.
- (xviii) From time to time and at any time to establish any Local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such Local Boards, and to fix their remuneration. And from time to time, and at any time to delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board, other than their powers to make calls or to make loans or borrow moneys, and to authorize the members for the time being of any such Local Board, or any of them to fill up any vacancies; there in and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms, and subject to such conditions as the Board

may think fit; and the Board may at any time remove any person so appointed, and may annul or vary any such delegation.

- (xix) At any time and from time to time by Power of Attorney under the seal of the Company to 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 or exercisable by the Board under these Articles and excluding, the power to make calls and including also except in their limits authorized by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the board may from time to time think fit; and any such appointment may (if the Board think fit) be made in favour of the members or any of the members of any local Board, established as aforesaid or in favour of any Company, or the shareholders Directors nominees or managers of the Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain powers enabling such delegates or Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.
- (xx) Subject to Sections 294, 297, 300 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company, to enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts deeds and things in the name and on behalf of the Company as they may consider expedient.

### **CHAIRMAN**

#### **APPLICATION OF ACT**

- 147 Government's Official Chairman/Chairperson nominated by the Government of Uttarakhand may be vested with such administrative and financial powers as may be delegated to him or her by the Board."

### **MANAGING/EXECUTIVE DIRECTOR**

#### **APPOINTMENT**

- 148 A Managing Director would be appointed by the State Government on the recommendation of the Board and with the concurrence of the Govt. of India. He would be vested with necessary powers to enable him to discharge his responsibilities as the Chief Executive of the Corporation.

#### **REMOVAL**

- 149 The Govt. of Uttarakhand in consultation with the Board,

shall be competent to remove the Managing Director and appoint another in his place subject to the provisions of the Act.

- APPLICABILITY OF THE ACT**      **150** The Board of Directors may also appoint any other whole-time or part-time Directors to carry on any part of the management of the Company entrusted to them on such terms and conditions, as it thinks expedient.
- MANAGING AGENT NOT TO BE APPOINTED**      **151** The Board of Directors shall not appoint any Managing Agent to manage the affairs of the Company.

### **SECRETARY**

- APPOINTMENT OF SECRETARY**      **152** The Directors may from time to time appoint and at their discretion remove a person (herein called “the secretary”) to perform any function which by the Act or the Articles for the time being of the Company are to be performed by the Secretary, and to execute any other duties which may from time to time be assigned to the Secretary by the Board. The Board may also at any time appoint some person (who need not be Secretary), to keep the registers required to be kept by the Company. The Board may appoint a temporary substitute for the Secretary who shall for the purpose of these articles be deemed to be the Secretary.

### **THE SEAL**

- THE SEAL ITS CUSTODY AND USE**      **153** The Board shall provide a Common Seal for the purposes of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the seal shall never be used except by the authority of the Board or a Committee of the Board previously given and in the presence of either two Directors or a Director and the Secretary (if any) or some other person appointed by the Directors for the purpose.

- DEEDS HOW EXECUTED**      **154** Every Deed or other instrument to which the Seal of the Company is required to be affixed shall be signed by one Director at the least and shall be countersigned by another Director or the Secretary or some other person appointed by the Board for the purpose, provided nevertheless that certificates of share shall be signed in accordance with the rules formed by the Government in this behalf or any statutory modifications thereof.

### **DIVIDENDS**

- DIVISION OF PROFITS**      **155** The profits of the Company, subject to any special rights relating thereto created or authorized to be created by these Articles and subject to the provision of these Articles, shall be divisible among the members in proportion to the amount of capital paid upon the shares held by them respectively.
- THE COMPANY IN**      **156** The Company in General Meeting may declare dividends to

**GENERAL MEETING  
MAY DECLARE A  
DIVIDEND  
DIVIDENDS**

be paid to members according to their respective rights but no dividend shall exceed the amount recommended by the Board.

**157** The Company in General Meeting may declare dividends to be paid to members relating to their respective rights and may resolve that such dividends be paid wholly or in part by such distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other Company or in any one or such ways but no dividend shall exceed the amount recommended by the Board.

**PURCHASE OF  
BUSINESS  
TREATMENTS OF  
PROFITS AND  
LOSSES**

**158** Where any asset, business or property is bought by the Company as from a past date upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses as the case may be shall at the discretion of the Directors be credited or debited wholly or in part to revenue account and in that case the amount so credited or debited shall for the purpose of ascertaining the amount available for dividend be treated as a profit or loss arising from the business of the Company and available for dividend accordingly. If any shares or securities are purchased cum dividend or interest such dividend or interest when paid may at the discretion of the Directors, be treated as revenue and shall not be obligatory to capitalize the same or any part thereof.

**INTERIM DIVIDEND**

**159** The Board may from time to time pay the members such interim dividend as in their judgment the position of Company justifies and may resolve that such dividends be paid wholly or in part by distribution of specific assets and in particular of paid-up shares, debentures or debenture stock or any other Company or in any one or more such ways.

**CAPITAL PAID-UP IN  
ADVANCE AT  
INTEREST NOT TO  
EARN DIVIDEND**

**160** Where capital is paid in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest, confer a right to participate in profits.

**RETENTION OF  
DIVIDENDS UNTIL  
COMPLETION OF  
TRANSFER UNDER  
ARTICLES  
NO MEMBER TO  
RECEIVE DIVIDEND  
WHILST INDEBITED  
TO THE COMPANY  
AND COMPANY'S  
RIGHT OF  
REIMBURSEMENT  
THEREOUT.  
TRANSFER OF  
SHARES MUST BE**

**161** The Board may retain the dividends payable upon shares in respect of which any person is under Articles entitled to become a member or which any persons under that Article is entitled to transfer until such person shall become a member, in respect of such shares or shall duly transfer the same.

**162** No member shall be entitled to receive payment of any interest or dividend in respect of his share or shares whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever either alone or jointly with any other person or persons and the Board so may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.

**163** A transfer of shares shall not pass the right to any dividend declared there on before the registration of the transfer.

**REGISTERED  
DIVIDENDS HOW  
REMITTED.**

**164** Unless otherwise directed any dividend may be paid by cheque or warrant or by a pay-slip or receipt having the force of a cheque or warrant sent through the post to the registered address of the member or person entitled or in case of joint holders to that one of them first named in the Register of Members in respect of the joint holding. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant or pay-slip or receipt lost in transmission or for any dividend lost to the Member or person entitled there to by the forged endorsement of any cheque or warrant or the forged signature of any pay-slip or receipt or the fraudulent recovery of the dividend by any other means. If several persons are registered as joint holders of any shares any one of them can give effectual receipt for any dividends or other moneys payable in respect thereof.

**UNCLAIMED  
DIVIDEND**

**165** Dividends unclaimed for one year after having been declared may be invested or otherwise used by the Board for the benefit of the Company until claimed. All dividends unclaimed for six years after having been declared may be forfeited by the Directors for the benefit of the Company. The Director may remit the forfeiture whenever they may think proper.

**SPECIAL PROVISION  
IN REFERENCE TO  
DIVIDENDS**

**166** Any General Meeting sanctioning or declaring a dividend in terms of these Articles may direct payment of such dividends, wholly or in part by the distribution of specific assets and in particular of paid-up shares debentures or debentures stock of any other Company or in any one or more of such ways and the Board shall give effect to such direction and where any difficulty arises in regard to the distribution they may settle the same as they think expedient and may determine that cash payment shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Board.

**DIVIDEND AND  
CALL TOGETHER**

**167** Any General Meeting declaring a dividend may on the recommendation of the Directors make a call on the members of such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the members, be set off against the call.

**CAPITALIZATION**

**168** The Company in General Meeting may upon the recommendation of the Directors at any time and from time to time pass a resolution to the effect 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 reserves or reserves or reserve funds or to the credit of the profit and loss account or

other wise available for distribution and not required for the payment of the fixed dividends on any Preference Shares of the Company and accordingly that such sum be set free for distribution among the holders of Equity Shares of the Company who would be entitled to such profits, if distributed by way of dividend and in the same proportions on the footing that the same be not paid in cash but be applied either in or towards paying up the amounts for the time being unpaid on any Equity Share in the Company held by each members respectively or in paying up in full of unissued Equity shares, debentures or other securities of the Company to be allotted, distributed, credited as fully paid-up among such members or partly in one way and partly in the other and the Directors shall give effect to such resolution. Provided that a capital redemption reserve fund may for the purposes of this Article, be applied only in the paying up of unissued Equity Shares to be issued to members of the Company as fully paid bonus shares.

Where any difficulty arises in regard to any distribution under this Article the Directors may settle the same as they think expedients and in particular may issue fractional certificates or may ignore fractions altogether and may determine the cash payments shall be made to any member in order to adjust the rights of all parties as may seem expedient to the Directors. The Directors may appoint any person to sign on behalf of the person entitled to participate in the distribution any contract requisite or convenient for giving effect thereto and such appointment shall be effective and binding upon the members.

### **ACCOUNTS**

- |   |            |  |
|---|------------|--|
| <b>DIRECTORS TO<br/>KEEP TRUE<br/>ACCOUNTS</b>                              | <b>169</b> | The Company shall cause to be kept proper books of account in accordance with Section 209 of the Act. The books of account shall be kept at the registered office or at such other place or places as the Board think fit and shall be open to inspection by any Director during business hours.   |
| <b>AS TO INSPECTION<br/>OF ACCOUNTS OR<br/>BOOKS BY<br/>MEMBERS</b>         | <b>170</b> | The Board shall from time to time determine whether and to what extend and at what time and place and under what conditions or regulations the books or papers of the Company or any of them shall be open to the inspection of member not being Directors. No member (not being a Director) shall have any right to inspect any books or paper of the Company except as conferred by law or authorized by the Board subject to the foregoing. |
| <b>STATEMENT OF<br/>ACCOUNTS TO BE<br/>FURNISHED TO<br/>GENERAL MEETING</b> | <b>171</b> | The Directors shall from time to time in accordance with Sections 210, 211, 212, 215, 216 and 217 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are referred to in those sections.  |
| <b>SHALL BE SENT TO<br/>EACH MEMBER</b>                                     | <b>172</b> | A Copy of every such profit and loss account and balance-sheet (including the Auditors Report and every other  |



document required by law to be annexed or attached to the balance sheet) shall at least twenty one days before the meeting at which same are to be laid before the members, be sent to the members of the Company and to every holder of debentures issued by the Company (not being debentures which ex facie. are payable to the bearer thereof) to trustees for the holders of such debentures and to all persons entitled to receive notices of General Meeting of the Company.

### **AUDIT**

#### **ACCOUNTS TO BE AUDITED SPECIAL AUDIT**

- 173** Auditors shall be appointed and their rights and duties regulated in accordance with Section 224 to 233 of the Act.
- 174** The Board of Directors or the Chairman or the Managing Directors shall be competent to request the Controller and Auditor General of India for a special audit as and when found necessary.

### **DOCUMENTS AND NOTICES**

#### **SERVICES OF DOCUMENTS OR NOTICES ON MEMBERS BY THE COMPANY**

- 175** (1) A document or notice may be served or given by the Company on any member or an office thereof either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him.
- (2) Where a document or notice is sent by post, services of the document or notice shall be deemed to be effect by properly addressing prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, services of the document or notice shall not be deemed to be effected unless, it is sent in the manner intimated by the member and unless the contrary is proved such service shall be deemed to have been effected in the case of a notice of a meeting at the expiration of forty eight hours after the letter containing the document or notice is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

#### **BY ADVERTISEMENT**

- 176** A document or notice advertised in a newspaper circulating in the neighbourhood of the office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every Member who has no registered address in India and has not supplied the Company an address within India for the service of documents or the sending of notices to him.

#### **ON JOINT-HOLDERS**

- 177** A document or notice may be served or given by the Company on or to the joint holders of a share by serving or

<b>ON PERSONAL REPERSENTATIVES</b>	<p>giving the documents or notice on or to the joint holder named first in the Register of Members in respect of the share.</p> <p><b>178</b> A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representative of the deceased or assignee of the insolvent or by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by serving the document or notice in the manner in which the same might have been given if the death or insolvency had not occurred.</p>
<b>TO WHOM DOCUMENTS OR NOTICES MUST BE SERVED OR GIVEN</b>	<p><b>179</b> Documents or notices of every General Meeting shall be served or given in the same manner herein before authorized on or to (a) every member (b) every person entitled to a share in consequence of the death or insolvency of a member and (c) the auditor or auditors for the time being of the Company.</p>
<b>MEMBERS BOUND BY PREVIOUS DOCUMENTS OR NOTICES</b>	<p><b>180</b> Every person who, by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every document or notice in respect of such share which previously to his name and address being entered on the Register of Members shall have been duly served on or given to the person from whom he derives his title to such share.</p>
<b>DOCUMENTS OR NOTICE BY COMPANY AND SIGNATURE THERETO SERVICE OF DOCUMENT OR NOTICE BY MEMBER</b>	<p><b>181</b> Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorized by the Board for such purpose and the signature may be written, printed or lithographed.</p> <p><b>182</b> All documents or notices to be served or given by Members on or to the Company or any officer thereof shall be served or given by sending to the Company officer at the office by post, under certificate of posting or by registered post or by leaving at the office.</p>
<b>LIQUIDATOR MAY DIVIDE ASSETS IN SPECIE</b>	<p style="text-align: center;"><b><u>WINDING UP</u></b></p> <p><b>183</b> The Liquidator on any winding-up (whether voluntary, under supervision or compulsory) may with the sanction of a Special Resolution but subject to the rights attached to any preferences share capital, divide among the contributories in kind or SPECIE any part of the assets of the Company and may with the like sanction, vest any part of the assets of the Company in trustees upon such trust for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit.</p>

### **INDEMNITY AND RESPONSIBILITY**

#### **DIRECTORS' AND OTHER'S RIGHT TO INDEMNITY**

**184** Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending proceedings whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 633 in which relief is granted to him by the Court.

#### **SECRECY CLAUSE**

**185** No members shall be entitled to visit or inspect any works of the Company without permission of the Director or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

We the several persons whose names are subscribed below are desirous of being formed into a Company in accordance with this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

<b>Sl. No.</b>	<b>Names, addresses and description of Subscribers</b>	<b>Number of shares taken by each Subscribers</b>	<b>Names, addresses and description of Witness</b>
1.	Dhyan pal Singh, S/o Sri Sher Singh, Vice Chancellor, U.P. Agricultural University, Pantnagar, Distt. (U.S.N.)	1 (One) Equity Share S/d- (D.P. Singh)	Surinder Mohan puri, S/o Gharinder Singh Puri, 13-A, Kalani View, Rudrapur- U.S.N.
2.	Ripusudan Lal Paliwal, S/o Sri Madhu Sudan Lal, Director Expt. Station and Seed Production, U.P. Agricultural University, Pantnagar, Distt. (U.S.N.)	1 (One) Equity Share S/d- (R.L. Paliwal)	Sd/- Dr. Virendra Sabhgrawal M.B.B.S. S/o Lt. Col. G.S. Sabharwal Rudrapur, U.S.N.
3.	Gian Chand N. Chahal, S/o Sri Fateh Chand, Manging Director, National Seed Corporation, New Delhi.	1 (One) Equity Share S/d- (G. N. Chahal)	Sd/- Bir Bal Vasudeva, Asstt. Adm. Officer, National Seed Corpn., 44/A, South Extn., New Delhi
4.	Brig. B. Kuldeep Singh, S/o Major B. Awtar Singh, Swarg Farm, P.O. Swarg Farm, Distt. Rampur.	1 (One) Equity Share S/d- (B. Kuldeep Singh Brig.)	Sd/- Major Gurbax Singh Randhawa, V.&P.O. Chandain, Distt. Rampur.
5.	Harish Chander Anand, S/o L. Ishwar Dass Anand, Tarai Model Farm, Rudarpur.	1 (One) Equity Share S/d-	Sd/- Guru Din Singh, Joint Director Seed, U.P,

		(H. C. Anand)	Agricultural University, Pantnagar.
6.	Major General Serdar Bakhshish, Singh Chimni, S/o Captain Sirdar Sant Singh Chimni, Chimni Farm House, Rudarpur. Distt. U.S.N.	1 (One) Equity Share S/d-	Sd/- H.C. Anand, Tarai Model Farm, Rudrapur-U.S.N.
7.	Major Gurbax Singh Randhawa, S/o Shri Kala Singh, Randhawa farm V. & P.O. Chandain, Distt. Rampur.	1 (One) Equity Share S/d-	Sd/- Jagdish Chandra Budhreja, S/o Shri Anant Ram
8.	Prem Nath Mehta, S/o Mehta Devi Chand, Escorts Farms, Kashipur, Distt. U.S.N.	1 (One) Equity Share S/d- (P. N. Mehta)	Sd/- Jagdish Chandra Budhreja, Asstt. Director Seeds, Pantnagar. U.S.N.
9.	Doctor Munshi Singh, M.B.B.S. S/o Major Maya Singh, Baradari Farm P.O. Rudrapur, Distt. U.S.N. (U.P.)	1 (One) Equity Share S/d- (Munshi Singh)	Col, Gokul Chand Sabharwal No. 5 Nainital Road, Rudrapur-U.S.N.
10.	Col. Gokul Chand sabharwal, S/o Shri Ram Rakha Mal Sabharwal, No. 5 Nainital Road, Rudrapur, Distt. U.S.N.	1 (One) Equity Share S/d- (Gokul Chand sabharwal)	Sural Singh, S/o S. Kishen Singh, Chandain Bilaspur, Distt. Rampur.

10 (Ten) dated this seventeenth day of February, 1969.