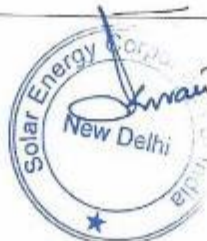


MEMORANDUM
AND
ARTICLES OF ASSOCIATION

MEMORANDUM OF ASSOCIATION
Of
SOLAR ENERGY CORPORATION OF INDIA
(PUBLIC COMPANY LIMITED BY SHARES)
(Not For Profit under Section 25 of the Companies Act 1956)

Name of the Company	I The name of the Company is Solar Energy Corporation of India
REGISTERED OFFICE	II The registered office of the Company will be situated in the NCT of Delhi
OBJECTS	III The objects for which the Company is established are:
	A. Main objects to be pursued by the Company on its incorporation
Development of Solar energy technologies	1. To plan and execute an integrated programme on development and deployment of solar energy technologies to achieve commercialization. To own, operate and manage, or to operate and manage as an agent, any type of power stations, (both grid connected and off-grid / distributed) and promote research and development, select suitable sites for solar power stations and ancillary facilities of every kind and description, ensure proper evacuation of power from such stations by providing for associated transmission facilities required for the purpose or otherwise and undertake all measures required therefor or incidental to any or all of the above. To exchange, distribute and sell power in accordance with the policies and objectives laid down by the Central Government under the Jawaharlal Nehru National Solar Mission and as announced from time to time.
Implementation of Jawaharlal Nehru National Solar Mission	2. (a) The main functions of the ("not for profit" section 25) Company would include assisting the Ministry of New and renewable Energy in executing the Mission objectives through appropriate mechanisms (for both grid and off-grid activities), evolving programmes and projects, managing special projects, overseeing and coordinating with all relevant stakeholder agencies in the pursuit of the above objectives. (b) The Company would be responsible for providing thrust to indigenous manufacturing and facilitate related R&D. It would also carry out work related to demonstration and technology validation projects. (c) The internal administrative functions, IEC, international cooperation projects, HRD training, and financial administration, would also be carried out by the Company.

Certified true copy —



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पी.एस.आर. मूर्थी / P.S.R. Murthy
 कंपनी सचिव / Company Secretary
 सोलर एनर्जी कॉर्पोरेशन ऑफ इंडिया
Solar Energy Corporation of India
 नई दिल्ली / New Delhi

(d) The Company would also facilitate the work of the R&D Advisory Council and the Industry Advisory Council. The Solar Research Advisory Council would enable the development of a technology roadmap and provide inputs on all matters related to R&D and capacity building to the Mission Steering Group. The Industry Advisory Council would work closely with the Research Council and provide inputs on technology and for creating a framework for promoting applied research in industry. It would provide inputs on matters relating to industrial development, technology transfer/ absorption/ joint ventures, incentives and investment-related matters to the Mission Steering Group, as it goes about its task of policy formulation.

(e) The Company would also undertake setting up of solar projects, both grid connected and off-grid and engage in generating and selling solar power and will also undertake setting up and preparation of infrastructure involving transmission infrastructure for promotion of solar power. If necessary, the Company may form joint ventures or SPV for this purpose either with the other Government organizations or in PPP mode. This will allow revenue-earning opportunities in future.

(f). The (proposed Section 25) Company would, in the first phase and under the guidance of the Mission Steering Group be responsible for:

(i) full roll out of the plan to install 1000 MW (plus) of solar grid connected power – including selection of developers, tie-ups with state utilities, interaction with Ministry of Power and other stakeholders etc.; NTPC VidyutVyapar Nigam (NVVN) will continue to remain the implementing agency for this component of the Mission and shall be responsible to purchase solar power and sell solar power bundled with the thermal power or otherwise. The role of the Company would be to facilitate the activities as and when required and maintain the data base for future reference and expansion of the activity in the Phase II of the Mission.

(ii) full roll out of the component on off-grid solar applications, including deployment of 20 million sq. m solar thermal collector area;

(iii) encourage solar energy start-ups, build a network of incubators, explore innovative financing mechanisms, promote and support Venture Funds in the sector;

(iv) Collaborate with the R&D Advisory Council to develop standards and specifications for the solar industry;

(v) Providing 20 million solar lighting systems in rural areas by 2022.

(vi) under the overall guidance of the MNRE and the Mission Steering Group,

	<p>a) play a policy advocacy role with regulators and financial institutions to encourage investment;</p> <p>b) assist to initiate dialogue and collaborate with possible multilateral and bilateral agencies to upscale solar technology deployment in the country.</p> <p>c) develop a roadmap for Phase II of the NSM by preparing a framework for using the funds available under the National Clean Energy Fund;</p> <p>d) undertake awareness generation activities and implement capacity building strategy ; and</p> <p>e) undertake technical and policy studies and evaluations.</p> <p>(vii) The Company would manage, disburse and monitor the financial incentives (subsidy/loan/grant) related programs under the Mission. Any other task assigned by the Government from time to time.</p> <p>(viii) The Company would implement the orders issued by the Ministry for implementation of activities under the Mission including the decisions taken by the Mission Steering Group set up by the Government (Ministry of New and Renewable Energy) with respect to implementation and monitoring of the Jawaharlal Nehru National Solar Mission.</p> <p>(ix) To subscribe for, underwrite, purchase or otherwise acquire and to hold, dispose of and deal with 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 any Company or Body of Persons and any option or right in respect thereof.</p> <p>(x) No objects will be carried out without the prior approval of the concerned authorities and whenever required, no objection certificate will be obtained.</p> <p>(xi) None of the objects will be carried out on purely commercial basis.</p>
B: Objects incidental or ancillary to attainment of the main objects	
Coordination and control	1. To coordinate and facilitate the activities of the Mission and other business of the Company through subsidiaries, related organizations, to determine their economic and financial objectives and targets and to review, control, guide and direct their performance with a view to securing optimum utilisation of all resources placed at their disposal in pursuance of the Company's objectives.
As a helper and servicing agency	2. To arrange, secure and make available to its subsidiaries and other related organisations such facilities, resources inputs and services as may be required.

To obtain charters, concessions, etc.	3. To enter into any arrangement with the Government of India or with the Government of any State or with any local or State Government authorities, national, local, municipal or otherwise or with any person for the purpose of directly or indirectly carrying out the objects or furthering the interests of the Company or its members and to obtain from any such Government, authority or person any charters, subsidies, loans, indemnities, grants, contracts, decrees, rights, sanctions, privileges, licences or concessions whatsoever (whether statutory or otherwise) which the Company may think desirable to obtain and carry out, exercise and comply with.
Borrowing powers	4. Subject to sections 58A, 292 and 293 of the Act and Rules made thereunder and the directives of the Reserve Bank of India, to borrow money or to receive money or deposits for the purpose for financing the business of the Company either with security, lien and collateral or mortgage or other security charge on the undertaking on all or any of the assets of the Company including uncalled capital and to increase, reduce or pay off any such securities.
To acquire and lease property	5. To acquire by purchase, lease, exchange, hire or otherwise, or to construct and maintain factories and factory buildings, and conveniences of all kinds, lands, buildings, apartments, plant, machinery and hereditaments of any nature or description situated in India or any other part of the world and any estate or interest therein and any rights over or connected with land so situated and turn the same to account in any manner as may seem expedient, necessary or convenient to the Company for the purposes of its business.
To acquire business/ companies	6. To acquire, possess and undertake the whole or any part of the business, assets, property, goodwill, rights and liabilities of any person, firm, society, association, corporation or company carrying on any business which the Company is authorised to carry on.
To obtain authority etc. to carry out its objects	7. To obtain, apply for, arrange for the issue or enactment of any order or Act of Legislature or Act of Authority in India or any other part of the world for enabling the Company to obtain powers, authority, protection, financial and other help, necessary or expedient to carry out or extend any of the objects of the Company or for any other purpose which may seem expedient and to oppose any proceedings or applications or any other endeavours, steps or measures which may seem likely to directly or indirectly prejudice the company's interests.
To acquire know-how, etc.	8. To apply for, purchase, or otherwise acquire any trademarks, copyrights, patents, (brevets d') inventions, licences, 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 which may seem capable of being used for any of the purposes 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 licences in respect of, or otherwise turn to account, the property, rights or information so acquired.

To promote research, training and other capacity building activities	<p>9. (a) Subject to the provisions of the Jawaharlal Nehru National Solar Mission, to promote, establish, provide, maintain, and conduct, or otherwise support research and development laboratories and experimental workshops or pilot plants for scientific, technical or research experiments and to undertake and carry on directly or in collaboration with other agencies scientific and technical studies and research & development in furtherance of the Company's objectives or in the national interests.</p> <p>(b) To support related organizations, NGOs and Central and State Government Departments and agencies to conduct training programmes. To establish, maintain and operate training institutions and hostels for employees in India or in any part of the world, likely to be useful to or assist in any business which the Company is authorised to carry on.</p>
To improve and manage property, etc	10. To improve, manage, develop, exchange, lend, lease or let, under-lease, sub-let, mortgage, dispose of, deal with in any manner, turn to account, reserve or otherwise deal with any property of the Company or rights therein.
To invest money	11. To accumulate funds and to invest or otherwise employ money belonging to or held by the Company and not immediately required in the purchase or acquisition of any property whether movable or immovable, shares, securities or other investments whatsoever or for working capital upon such terms as may be thought proper and from time to time to vary all or any such investments in such manner as the company may think fit.
To undertake joint ventures	12. To enter into partnerships or into any arrangement for joint working, sharing or pooling of profits, amalgamation, union of interests, co-operation, joint venture, reciprocal concession or otherwise or amalgamate with any person (including any Governmental institution/organization/undertaking, any private entity or person and or any foreign investing entity) or company engaged in or about to be engaged in, any business transaction or activity which the Company is authorised to engage in, any business undertaking or transaction which may seem capable of being carried on or conducted so as to directly or indirectly benefit the Company.
To provide for welfare of employees	13. To provide for welfare measures for persons employed by the Company, ex-employees of the Company and the employees of its subsidiaries or persons, and the wives, families or dependents of such persons by assisting cooperative societies of employees or by building or contributing to the building of houses or dwellings or by grants of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to Provident, Gratuity and Superannuation funds maintained directly or through other Associations, Institutions, Funds or Trusts or Societies, Clubs, etc. or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premia or otherwise and by providing, or subscribing through donations, gratuities, pension, bonus, annuities, gifts and/or free or subsidies services, or contributing towards places of

	instruction and recreation, hospitals, dispensaries, and medical attendance, instituting scholarships and providing loans for education and any other assistance as the Company shall deem fit.
To sell or dispose of the undertaking	14. Subject to the provisions of the Companies Act 1956, to sell, dispose of or transfer any building, machinery, industrial undertaking, or factory to any other company or association or concern carrying on similar business on such terms and conditions as may be determined by the Company.
To sell Company's immovable properties	15. Subject to Section 293 of the Act, to sell, convey, assign, exchange, let on lease or grant licence for the whole or any part of the Company's immovable properties and to accept consideration in lieu thereof, in the form of either land or cash or Government bonds, shares in joint stock companies or partly the one and partly the other or such other property or securities as may be determined by the Company; and to take back or re-acquire any property so disposed of by repurchasing or obtaining a licence or lease at such price or prices and on such terms and conditions as may be determined by the Company.
To enter into contracts	16. (a) To enter into agreements and contracts with foreign individuals, companies, governments or other organisations for purchase of equipments or services and for technical, financial or any other assistance, for carrying out all or any of the objects of the Company. (b) To enter into any agreement with any Government or authorities (municipal, local or otherwise) or any corporations, companies, or persons which may seem conducive to the Company's objects and to obtain from any such Government authorities, corporations, companies or persons any contract, right, privilege and/or concessions which the Company may think desirable and to carry out exercise and comply with any such contracts, rights, privileges and concessions. (c) To enter into contracts of indemnity and guarantee in connection with the business of the Company.
To establish agencies, etc.	17. To establish and maintain agencies, branch offices and local units, 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.
To collect information, etc	18. To arrange, receive and collect all relevant data and information in regard to any business carried on by the Company or its subsidiaries or relating to any of the functions assigned to the company under the Jawaharlal Nehru National Solar Mission.

To create depreciation fund, decommissioning fund, etc.	19. To create any contingency fund, depreciation fund, decommissioning fund, reserve fund, sinking fund, insurance fund or any other fund, whether for depreciation or for replacing, repairing, improving, extending or maintaining any of the properties of the Company, or for any purpose conducive to the interests of the Company.
To open accounts in Banks.	20. To open an account or accounts with any individual firm or company or with any Bank or bankers or shroffs and to pay into and withdraw money from such account or accounts.
Acquisition of shares, stocks, etc.	21. To acquire shares, stocks 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 of or be advantageous or beneficial to the Company and to sell or dispose of or transfer any such shares, stocks or securities.
To conduct consultancy services	22. To promote, organise or conduct consultancy services in any field of activity in which the Company is engaged.
To merge or amalgamate with any Corporate Body.	23. Subject to the provisions of the Act, to merge, amalgamate or consolidate with any corporate body or departmental undertaking heretofore or hereafter created, in such manner as may be permissible under law.
To vest property or rights in property	24. Subject to the provisions of the Companies Act, 1956, to vest any immovable or movable property or rights or interest in such property acquired by or belonging to the Company in any persons or in any other company or allow their use for the benefit of the Company with or without any declared trust in favour of the Company.
To buy, sell and deal in materials and machinery, etc.	25. To buy, sell and deal in materials, minerals, plant, machinery, implements, conveniences, provisions and things capable of being used in connection with or required by workmen and other employees of the Company in connection with the business of the Company.
To draw, accept bills	26. To make, draw, accept, endorse, discount, execute and issue cheques, promissory notes, hundies, instruments and bills of exchange, bills of lading, warrants, shares, debentures, bonds and other negotiable or transferable instruments/securities.
To do incidental things	27. To do all or any of the above things and all such other things as are incidental or may be thought conducive to the attainment of the above objects or any of them and as principals, agents, contractors, trustees, or otherwise and either alone or in conjunction with others.

To employ foreign technicians or experts	28. To employ requisite number of foreign technicians or experts or advisers on contract basis or otherwise for furtherance of the Company's objectives.
To pay preliminary expenses	29. To pay out of the funds of the Company all costs, charges and expenses which the Company may lawfully incur with respect to the promotion, formation and registration of the Company or which the Company may consider as preliminary expenses including the cost of professional services, advertising, printing and stationery, and the expenses incurred upon the formation of agencies, branches and local offices.
To dispose of property on winding up	30. Subject to the provisions of the Act, to distribute or otherwise dispose of any property or assets of the Company or any proceeds of sale or disposal of any property or assets of the company in case of winding up of the Company, including shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of the Company so that no distribution amounting to reduction of the capital of the Company is made except with the sanction, if any, for the time being required by law.
To promote Company	31. To promote or concur in or associate with the promotion of any company, which shall be considered desirable in furtherance of any object of the Company.
To carry on convenient activities	32. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
Agent of Public Sector Financial Institutions.	33. To act as agent of Government/Public Sector Financial Institutions, to exercise all the rights and powers exercisable at any meeting of any company engaged in research, engineering, consultancy, manufacture of equipment for construction of solar energy projects and ancillary projects, in respect of any shares held by the Government, public sector financial institutions, nationalised banks or nationalised insurance companies with a view to securing the most effective utilisation of the financial investments and loans in such companies and the most efficient development of the said industries.
To subscribe for charitable purposes	34. To subscribe or donate money for any national, charitable, benevolent, public, social or useful object or for any exhibition, or for any purpose which may be considered as directly or indirectly promoting the objects of the Company or interest of its members, employees or public at large.
	C: Other objects : NIL
IV	The Objects of the Company extends to the whole of India
V	1. The Income and Property of the Company when so ever derived shall be applied solely for the promotion of its objects as set forth in this Memorandum.

	2. No portion of the income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time, or, have been members of the Company or to any one or more of them or to any person claiming through any one or more of them.
	3. (Except with the previous approval of the Central Government, no remuneration,) or other benefit money or moneys worth shall be given by the company to any of its members, whether officers or servants of the company or not except payment of out of pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company.
	4 (Except with the previous approval of the Central Government, no member) shall be appointed to any office under the company which is remunerated by salary, fees or in any other manner not excepted by sub-clause (3)
	5.Nothing in this clause shall prevent the payment by the company good faith of reasonable remuneration to any of its officers or servants (not being members) or to any other person (not being a member) in return for any services actually rendered to the company.
VI	No alteration shall be made to this Memorandum of Association or to the Articles of Association of the Company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar of Companies, National Capital Territory of Delhi and Haryana
LIMITED LIABILITY	VII The liability of members is limited.
SHARE CAPITAL	VIII. The authorised Share Capital of the Company is Rs.2,000,00,00,000/- (Rupees Two Thousand Crores) divided into 2,00,00,000 (Two Crores) Equity Shares of Rs.1000/- (Rupees One Thousand) each.
X	True accounts shall be kept of all sums of money received and expended by the company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the company, and, subject to any reasonable restrictions as to the time and manner inspecting the same that may be imposed in accordance with regulations of the company for the time being in force, the accounts shall be open for inspection of the members. Once atleast in every year, the accounts of the company ascertained by any one or more properly qualified auditor or auditors .

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

Name, Description Occupation	Address, and	No. of Shares Equity	Signature of Subscriber	Name, Address, Description and Occupation of Witness

DATED THIS 30th DAY of JULY 2011
PLACE: NEW DELHI

S.no.	Names, address, description and occupation of each Subscriber	Signature of Subscriber	Signature, name, address, description and occupation of witness
1.	ADITYANAND SRIVASTAVA. DIR/MNRE SHRI GOPAL NARAYAN SRIVASTAVA. B-NO. DII/85, PANDARA ROAD, N-DELHI - 110001 GOVT. SERVICE	<i>Adityanand</i>	<p>THE SIGNATURE OF THE SUBSCRIBERS</p> <p>HEREBY WITNESS</p> <p>NIKITA ARORA D/O LATE SH. GOVIND RAM ARORA B/O C-164, 3rd FLOOR, WEST PATEL NAGAR, ND-08 ACS-26226, PCS-9459</p>
2.	SANTRAM, Director S/o (Late) Shri Nathuram 44, Type I, Lodi Road Complex, New Delhi-3 Govt. Service	<i>Santram</i>	
3.	DR. AHMAR RAZA, Director, MNRE S/o. Late Shri Wizarat Husain C-2, HUDCO Place, Andreous Gang New Delhi-110049 Service.	<i>Ahmar Raza</i>	



DATED THIS 30 DAY OF JULY, 2011

PLACE: NEW DELHI

S.no.	Names, address, description and occupation of each Subscriber	Signature of Subscriber	Signature, name, address, description and occupation of witness
4.	BHARAT BHARGAVA Director / S.F. Ministry of New and Renewable Energy S/o Sh. HARI RAMAN BHARGAVA N-42 NIVEDITA, KUNJ SEL-10, R.K. PURAM NEW DELHI - 110022 GOVT. SERVICE	<i>Bharat Bhargava</i>	<p>I HEREBY WITNESS THE SIGNATURE OF THE SUBSCRIBERS</p> <p><i>[Signature]</i></p> <p>NIKITA ARORA D/O LATE SH. GOUND RAM ARORA R/O C-164, 3rd FLOOR, WEST PATEL NAGAR, N.D-08 ACS - 26286, PCS - 9459</p>
5	TARUN KAPOOR JOINT SECRETARY Ministry of New & Renewable Energy S/o SH. R. K. KAPOOR, Room No. 205, Block No. 14, CGO Complex, Lodi Road, New Delhi. GOVT. SERVICE	<i>Tarun Kapoor</i>	
6	D. ASHVINI KUMAR DIRECTOR / S.F. S/o Late Sh. BENI PRASAD Block O-3/3, MS Flats Sector 13, R.K. Puram New Delhi - 110066 Govt. Serv.	<i>D. Ashwini Kumar</i>	

DATED THIS 30 DAY OF JULY, 2011

PLACE: NEW DELHI

S.no.	Names, address, description and occupation of each Subscriber	Signature of Subscriber	Signature, name, address, description and occupation of witness
7.	<p>PRESIDENT OF INDIA Ms Pratibha Patil Rashtrapati Bhavan New Delhi</p> <p>Represented by : Ms VISHNU PRYA MADRA Under Secretary (National Solar Mission) Min. of New & Renewable Energy</p> <p>W/o Shri Ashok Kumar Madra R/o 18/244, Mahiya Nagar New Delhi - 110017</p> <p>Occupation : Govt. Service</p>		<p>I HEREBY WITNESS THE SIGNATURE OF THE SUBSCRIBERS</p> <p></p> <p>NIKITA ARORA D/o LATE SH. GUNIND RAM ARORA R/o C-164, 3rd FLOOR, WEST PATEL NAGAR, N.D-08 ACS - 26286, PCS-9459</p>

DATED THIS 30 DAY OF JULY, 2011
PLACE: NEW DELHI

Authenticated true copy
N.H. K



पी.एस.आर. मूर्ति / P.S.R. Murthy
कम्पनी सचिव / Secretary
सोलर एनर्जी कॉर्पोरेशन ऑफ इंडिया
Solar Energy Corporation of India

ARTICLES OF ASSOCIATION
of
SOLAR ENERGY CORPORATION OF INDIA
(PUBLIC COMPANY LIMITED BY SHARES)

(Not for Profit under Section 25 of the Companies Act, 1956)

Interpretation Clause	ARTICLE 1.	In the interpretation of these Articles, the following expressions shall have the following meanings, unless there be in the subject or context anything inconsistent or repugnant thereto.
The Act or the said Act	(a)	"The Act" or "the said Act" means "The Companies Act, 1956", as amended from time to time.
The Articles	(b)	"The Articles" means these Articles of Association as originally framed and as amended from time to time.
The Board or Board of Directors	(c)	"The Board" or the "Board of Directors" means a meeting of the Directors duly called and constituted or as the case may be, the Directors assembled at a Board, or the requisite number of Directors entitled to pass a circular resolution in accordance with the Act.
Capital	(d)	"Capital" means the Share Capital for the time being raised or authorised to be raised for the purpose of the Company.
Chairman	(e)	"The Chairman" means the Chairman of the Board of Directors for the time being of the Company.
The Company	(f)	"Company" or "This Company" means Solar Energy Corporation of India.
Directors	(g)	"Directors" means the Directors for the time being of the Company and includes persons occupying the position of directors by whatever name called or as the case may be, Directors assembled at a Board Meeting.
Executor or Administrator	(h)	"Executor" or "Administrator" means a person who has obtained probate or letters of Administration, as the case may be, from some competent court.
Gender	(i)	Words imparting masculine gender shall be deemed to include the feminine gender
Government	(j)	"Government" means the "Central Government" in the Ministry of New and Renewable Energy or any other Department or Wing of the Central Government.



- Certified true copy - 11

P. S. R. Murthy

पी.एस.आर. मूर्थी / P.S.R. Murthy
कम्पनी सचिव / Company Secretary
सोलर एनर्जी कॉर्पोरेशन ऑफ इंडिया
Solar Energy Corporation of India
नई दिल्ली / New Delhi

Government Corporation	(k)	"Government Corporation" means (i) a corporation established by the government under any law in force for the time being and (ii) a Government company as defined in the Act.
Marginal Notes	(l)	The marginal notes in an Article shall not affect the construction of the Article.
Month	(m)	"Month" means a calendar month.
The Office	(n)	"The Office" means the Registered Office for the time being of the Company.
Plural Number	(o)	Words imparting the singular number shall also be deemed to include plural number and vice-versa.
The President	(p)	"The President" means the President of India.
Proxy	(q)	"Proxy" includes an attorney duly constituted under a Power of Attorney or a person authorised through a Proxy Form to act as Proxy.
Register	(r)	"Register" means the Register of Members of the Company required to be kept in pursuance of the provisions of the Act.
The Registrar	(s)	"The Registrar" means the Registrar of Companies of the State where the Registered Office of the Company is situated.
Seal	(t)	"Seal" means the Common Seal of the Company for the time being.
Shares	(u)	"Shares" means the Shares or stock into which the capital and the interest corresponding to such shares or stock is divided.
These Presents.	(v)	"These Presents" means these Articles of Association framed to regulate the affairs of the Company and shall include the Memorandum of Association where the context so requires.
Writing or written.	(w)	"Writing" or "Written" shall include printing, lithography and other modes of representing or reproducing words in a visible form.
Expression in the Act	(x)	Subject as aforesaid any words or expressions defined in the Act shall, except where the subject or context forbids, have the same meaning for the purpose of these Articles.
Table "A" not to apply.	ARTICLE 2.	The Regulations contained in Table "A" of the First Schedule to the Act, 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.

Company to be governed by these Articles.	ARTICLE 3.	The Regulations for the management of the Company and for the observance of the members thereof and their representatives shall, subject to any exercise of the statutory powers of the Company in reference to the repeal or alteration of or addition to its Regulations by Resolution, as prescribed or permitted by the Act, be such as are contained in these Articles.
Company's shares not to be purchased	ARTICLE 4.	No part of the funds of the Company shall be employed directly or indirectly in the purchase of or in loans upon the security of the Company's shares.
		CAPITAL AND SHARES
Share Capital	ARTICLE 5.	The authorised Share Capital of the Company is Rs.2,000,00,00,000/-(Rupees Two Thousand Crores) divided into 2,00,00,000(Two Crores) Equity Shares of Rs. 1000/- (Rupees One Thousand) each.
Power to increase share capital.	ARTICLE 6.	Subject to the approval of the President and subject to the provisions of the Act, the Board may, from time to time, with the sanction of the Company in a general meeting, increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.
Reduction of Capital.	ARTICLE 7.	Subject to the provisions of Sections 100 to 104 of the Act and such directions as may be issued by the President in this behalf, the Company may, from time to time, by special resolution, reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets, or is superfluous, by reducing the liability on the shares or otherwise as may be expedient and capital may be paid off upon the footing that it may be called up again or otherwise and the Board may, subject to the provisions of the Act, accept surrender of the shares.
Sub-division and consolidation of shares.	ARTICLE 8.	Subject to the approval of the President, the Company in a general meeting may from time to time, sub-divide or consolidate its shares or any of them and exercise any of the other powers conferred by section 94 of the Act and shall file with the Registrar of Companies such notice of exercise of any such powers as may be required by the Act.
Alteration of rights of holders of shares.	ARTICLE 9.	If at any time, the capital of the Company, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights attached to the shares of each class may, subject to the provisions of Section 106 and 107 of the Act, be varied with the consent in writing of the holders of at least 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 issued shares of that class and all the provisions hereinafter contained as to general meetings shall, <i>mutatis mutandis</i> , apply to every such meeting.

SHARE ALLOTMENT, FORFEITURE, ETC		
Allotment of shares.	ARTICLE 10.	Subject to the provisions of these articles and the Act and the directions of the President, the shares shall be under the control of the Board of Directors, who may allot or dispose of the same, or any of them, to such persons who apply for it in writing, upon such terms and conditions and at such times, as the Board may think fit. The Stamp duty on shares shall be paid by the allottee, who applies for allotment of the shares.
Instalments or calls on shares to be duly paid.	ARTICLE 11.	If by the conditions of allotment of any shares, the whole or part of the amount or issue price thereof shall be payable by instalment. Every such instalment, when due and called, shall be paid to the Company by the person who, for the time being, shall be the registered holder of the shares or by his executor or administrator.
Liability of joint-holders of shares.	ARTICLE 12.	The joint holders of a share shall be severally as well as jointly liable for payment of all the instalments due and calls made in respect of such shares.
Who may be registered.	ARTICLE 13.	Shares may be registered in the name of any person, company or other body corporate. Not more than four persons can be registered as joint holders of any share.
Right of Member or Debenture holders to Certificates.	ARTICLE 14.	Every person whose name is entered as a member in the register or as debenture/bond holder shall, without payment, be entitled to a certificate under the Common Seal of the Company specifying the share or shares or bonds/debentures held by him and the amount paid thereon. In respect of a share or bond/debenture held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share or bond/debenture to one of the several joint holders shall be sufficient delivery to all. The bond/debenture certificates shall be issued in marketable lots and if requested, shall be split into marketable lots within two months from the date they are lodged with the Company.
Issue of new share certificate in place of worn out, defaced, lost or destroyed.	ARTICLE 15.	If a share certificate is defaced, lost, decrepit, worn out or destroyed, it may be renewed in accordance with the Companies (Issue of Share Certificates) Rules, 1960, framed under the Act without payment of fee 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 such evidence as the Board may think fit.

Commission.	ARTICLE 16.	The Company may, at any time, pay commission to any person in consideration of his subscribing or agreeing to subscribe, procuring or agreeing to procure subscription, whether absolutely or conditionally for any shares, debentures, bonds or debenture stock of the Company, subject to the statutory conditions and requirements being observed and complied with and further subject to the limits prescribed by the Central Government from time to time. The commission may be paid in cash or in the form of shares, debentures, bonds or debenture stock of the Company.
On what condition new shares may be issued	ARTICLE 17.	Subject to such directions as may be issued by the President in this behalf, new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting resolving upon the creation whereof shall direct and if no direction be given, as the Board shall determine.
Same as original capital	ARTICLE 18.	Except so far as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, lien, voting, surrender, forfeiture and otherwise.
New shares how to be disposed of	ARTICLE 19.	The new shares, up to the amount of the authorised capital, as originally prescribed or as a consequence of increase in capital as aforesaid, may be issued or disposed of in accordance with the provisions of Article 10 above. However, subject to the directions of the President, the new shares may be offered to the members in proportion to the existing shares held by each member and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting the time within which the offer, if not accepted, will be deemed to be declined and after the expiration of such time or on receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Board may dispose of the same in such manner as they think most beneficial to the Company.
Call in respect of money unpaid	ARTICLE 20.	(1) The Board of Directors, may from time to time by a resolution passed at a meeting of the Board, and not by a resolution by circulation, make such call as it thinks fit upon the members in respect of money unpaid on the shares held by them whether on account of the nominal value of the shares or by way of premium and not by the conditions of allotment thereof made payable at fixed times respectively, by giving not less than 15 days' notice for payment and each member shall pay the amount of every call so made on him to the Company at the time and place appointed by the Board of Directors. A

		<p>call may be made payable by instalments. The Board may, at their discretion, extend the time for payment of such calls.</p> <p>(2) 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 of Directors, but nothing in this Article shall make it compulsory for the Board of Directors to demand or recover interest from any such Member.</p>
Call when payable.	ARTICLE 21.	<p>(1) Any sum which by the terms of issue of a share become payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium or otherwise, shall upon written notice be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum, all the relevant provisions of these regulations as to the payment of interest and expenses of forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</p> <p>(2) The Board may, if it thinks fit, receive from any member willing to advance the same, all or any part of the money uncalled and unpaid upon any shares held by him.</p> <p>(3) Upon all or any of the money so advanced being received and until the same would, but for such advance become presently payable, the Board may, pay interest at such rate not exceeding 6% (six percent) per annum as may be agreed upon between the Board and the member paying the sum in advance, unless the Company in general meeting shall otherwise direct, and the Board of Directors may, at any time, repay the amount so advanced upon giving to such member three months' notice in writing.</p>
	ARTICLE 21A.	<p>(1) The Company shall have a first and paramount lien:</p>
		<p>(a) On every share/debenture (not being a fully-paid share/debenture), for all moneys (whether presently payable or not) called, or payable at a fixed time, in respect of that share/debenture; and</p> <p>(b) On all shares/debentures (not being fully-paid shares/debentures), standing registered in the name of a single person, for all moneys presently payable by him or his estate to the company;</p> <p>Provided that the Board of Directors may at any time declare any share/debenture to be wholly or in part exempt from the provisions of this clause.</p>

		(c) On all shares or debentures for which the payment of allotment money (whether in full or part) was either deferred or kept as term deposit, as a condition of subscription by allottee to the shares or debentures.
		(2) The Company's lien, if any, on a share/debenture shall extend to all dividends or interest payable thereon.
	B.	<p>The Company may sell, in such manner as the Board thinks fit, any shares/debentures on which the company has lien provided that no sale shall be made:</p> <p>a) unless a sum in respect of which the lien exists is presently payable, or</p> <p>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/debenture or the person entitled thereto by reason of his death or insolvency.</p>
	C.	(1) To give effect to any such sale, the Board may authorise some person to transfer the shares/debentures sold to the purchaser thereof.
		(2) The purchaser shall be registered as the holder of the shares/debentures comprised in any such transfer.
		(3) The purchaser shall not be bound to see the application of the purchase money, nor shall his title to the shares/debentures be affected by any irregularity or invalidity in the proceedings in reference to the sale.
	D.	(1) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
		(2) The residue, if any, shall subject to a like lien for sums not presently payable as existed upon the shares/debentures before the sale, be paid to the person entitled to the shares/debentures at the date of the sale.
	E.	(1) If a member or a debenture-holder fails to pay any call or the allotment money which was deferred or kept as term deposit as a condition of subscription or instalment 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 allotment money or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

		<p>(2) The notice aforesaid shall:</p> <p>a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and b) state that, in the event of non-payment on or before the day so named, the shares or debentures in respect of which the call was made will be liable to be forfeited.</p> <p>c) If the requirements of any such notice as aforesaid are not complied with, any share or debentures in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.</p>
		(3) A forfeited share or debenture may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
		(4) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms, as it thinks fit.
Forfeiture of shares or debentures.	ARTICLE 22.	<p>(1) A person whose shares or debentures have been forfeited shall cease to be a member in respect of the forfeited shares or debentures, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all money which on the date of forfeiture, was presently payable by him to the Company in respect of such shares or debentures.</p>
		<p>(2) The liability of such persons shall cease if and when the Company shall have received payment in full of all such money in respect of the shares.</p> <p>i) A duly verified declaration in writing that the declarant is a Director, Manager or the Secretary of the Company, and that a share or debenture in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated, as against all persons claiming to be entitled to the shares or debentures.</p> <p>ii) The Company may receive the consideration, if any, given for the share or debenture on any sale or disposal thereof and may execute a transfer of the share or debenture in favour of the person to whom the share or debenture is sold or disposed of.</p> <p>iii) The transferee shall thereupon be registered as the holder of the share or debenture.</p>

		iv) 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 or debenture, becomes payable at a fixed time, whether on account of the nominal value of the share or debenture or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
Transfer of shares/bonds.	ARTICLE 23.	(1) The right of Members or bond/debenture holders to transfer their shares or bonds/debentures shall be subject to the provisions of the Act and the Directors may, in their absolute and unfettered discretion refuse to register a transfer of shares or bonds/debentures. Further the Board may, subject to the right of appeal, decline to register:-
		<p>(a) the transfer of a share or bond/debenture not being fully-paid, to a person of whom they do not approve; or</p> <p>(b) any transfer of shares or bonds/debentures on which the company has a lien; or</p> <p>(c) any transfer of shares or bonds/ debentures unless the transferor produces such evidence as the Board may reasonably require to show the right of the transferor to the share or bonds/ debentures, to make the transfer.</p> <p>No fees shall be charged for transfer of shares/ bonds/debentures or for effecting the transmission or for registering any letter of probate, letters of administration and similar other documents. The Company shall effect transfer or transmission, within two months from the date of lodging thereof. A share may be transferred by a member or other person entitled to make such transfer subject to approval by the President.</p>
		(2) If the Board refuses to register transfer of any shares or bonds/debentures the Board shall within two months of the date on which the instrument of transfer is delivered to the Company, send to the transferee and the transferor notice of such refusal.
		(3) Subject to the provisions of the Act and save as herein otherwise provided, the Board shall be entitled to treat the person whose name appears on the register of members or bond/debenture holders as the holder of any share or bond/debenture as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by law required, be bound to recognise any benami, trust, equity or equitable, contingent or other claim to or interest in such share or bond/debenture on the part of any other person.

		<p>Subject to the provisions of Section 154, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine.</p> <p>Provided that such registration shall not be suspended for more than thirty days at any one time and for, more than forty-five days in the aggregate in any year.</p>
Transmission by operation of law.		(4) Nothing contained in this Article shall prejudice any power of the Company to register as share-holder or bond/debenture holder any person to whom the right to any shares or bonds/debentures in the Company has been transmitted by operation of law.
Execution of transfer.	ARTICLE 24.	The instrument of transfer of any share or bond/debenture in the Company shall be executed in accordance with Section 108 of the Act as amended for Government Companies. The transferor shall be deemed to remain holder of the share, bond or debenture until the name of the transferee is entered in the register of members, bond/debentures in respect thereof.
Register of transfer.	ARTICLE 25.	The Company shall keep books, to be called the 'Register of Transfers' and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share or debentures/bonds.
		BORROWING POWERS
Power to borrow.	ARTICLE 26	Subject to the approval of the President and the provisions of Sections 58A, 292 and 293(1)(d) of the Act, the Board may by means of a resolution passed at a meeting of the Board from time to time, borrow from national and international financial institutions/banks or from the public or from government corporations on terms and conditions deemed appropriate and/or secure the repayment of any sum or sums of money borrowed for the purpose of the Company, provided that no approval of the president would be necessary for borrowing from banks, public sector financial institutions or from government corporations for the purpose of meeting working capital requirements on the hypothecation of the Company's current assets or otherwise. In particular, the Board may borrow money by issue of bonds, perpetual or redeemable debentures/bonds against any mortgage, charge or other security on the property of the Company including the uncalled capital of the Company for the time being.

Issue at discount etc. or with special privileges.	ARTICLE 27.	Subject to the approval of the President and subject to Sections 79 and 117 of the Act, any bonds, debentures or shares may be issued at a discount, premium or otherwise and with special privileges as to redemption, surrender, drawings and allotments of shares or bonds.
Inviting/ accepting deposits.	ARTICLE 28.	Subject to the provisions of Sections 58A, 292 and 293 of the Act and the rules made thereunder from time to time and directives of the Reserve Bank of India, the Board of Directors may from time to time, invite and/or accept deposits from members of the public and/or employees of the Company or otherwise at such interest rates as may be decided by the Board, subject to the limits as laid down in Companies (Acceptance of Deposits) Rules, 1975. The Board may also pay commission to any person or agency for subscribing to or procuring such deposits.
		GENERAL MEETING
Notice of General Meeting.	ARTICLE 29	(1) A general meeting of the Company may be called by giving not less than twenty-one days' clear notice in writing, specifying the place, day and time of the meeting with a statement of business to be transacted thereat.
		(2) A general meeting may be called after giving shorter notice than that specified in clause(1) of this Article if consent is accorded thereto: (a) in case of an annual general meeting, by all the members entitled to vote thereat, and (b) in the case of any other meeting subject to the provisions of Section 171 of the Act, by members of the Company holding not less than 95% (ninety-five percent) of the voting rights.
Omission to give notice not to	ARTICLE 30	An accidental omission to give notice to or the non-receipt thereof by any member shall not invalidate any resolution passed at any such meeting
Business at General Meeting.	ARTICLE 31	The ordinary business of an annual general meeting shall be to receive and consider the profit and loss account, the balance sheet and the report of the Board of Directors and the Auditors, and to declare dividends. All other business transacted at such meeting and all business transacted at an extraordinary general meeting shall be deemed as special.

Annual General Meeting – Time and Place.	ARTICLE 32	The first annual general meeting of the Company shall be held within eighteen months of its incorporation and thereafter, the annual general meeting shall be held within six months after the expiry of each financial year except in the case when for any special reason time for holding any annual general meeting (not being the first annual general meeting) is extended by the Registrar of Companies under Section 166 of the Act, no interval greater than fifteen months shall be allowed to elapse between the date of one annual general meeting and that of the next. Every annual general meeting shall be held during business hours on a day other than a public holiday either in the city where the Registered Office of the Company is located or at some other place with the permission of the Central Government. Notice calling the meeting, shall specify it as the Annual General Meeting. All other meetings of the Company shall be called "Extra-Ordinary General Meeting".
Quorum.	ARTICLE 33.	(1) No business shall be transacted at any general meeting unless a quorum of members is present at the time.
		(2) Save as herein otherwise provided, <u>three</u> members present, one of whom is a representative of the president, in person shall be quorum for a general meeting of the Company.
Chairman of General Meeting.	ARTICLE 34.	The Chairman of the Board shall be entitled to take the chair at every general meeting or if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting or he is unwilling to act as Chairman, the Managing Director shall take the chair. If neither the Chairman nor the Managing Director are present then the members present shall choose another Director as Chairman, and if no Director shall be present, or if all the Directors present decline to take the chair then, the members present shall choose one of their number to be the Chairman.
If quorum not present.	ARTICLE 35.	If within half an hour from the time appointed for the meeting the quorum is not present, the meeting if convened upon requisition of members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board may determine and, if at such adjourned meeting a quorum is not present, then those members who are present shall constitute the quorum and may transact the business for which the meeting was called.
President's representative	ARTICLE 36.	(1) The President may, from time to time, appoint one or more persons, who need not be a member of the Company, to represent him at any general meeting of the Company.

		(2) Any persons appointed under sub-clause (1) of this Article shall be deemed to be a member of the company and shall be entitled to vote and be present in person and exercise the same rights as the President could exercise as a member of the Company.
		(3) The President may, from time to time, cancel any appointment made under sub-clause (1) of this Article and make a fresh appointment.
Adjournment.	ARTICLE 37.	(1) The Chairman may with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the meeting from time to time and place to place.
Business at adjourned meeting.		(2) No business other than the business left unfinished at the meeting shall be transacted at any adjourned meeting from which the adjournment took place.
Notice of adjourned meeting.		When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as was given in the case of an original meeting. In other case it shall not be necessary to give any notice of an adjourned meeting.
How questions decided.	ARTICLE 38.	(1) Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an 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. Upon show of hands every member present in person or by proxy shall have one vote. The Chairman shall declare that a resolution has, on a show of hands, been carried unanimously or by a particular majority or lost.
Poll		(2) If a poll is duly demanded, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting. However, in case of demand of poll on the election of a Chairman of a meeting or on any question of adjournment the poll shall be taken at the meeting itself without an adjournment. In a poll every member shall have one vote for every share held by him.
Business may proceed notwithstanding demand of poll		(3) The demand for a poll shall not prevent the continuance of the meeting for transaction of any business other than the question on which a poll has been demanded.
Chairman's decision conclusive.		(4) The Chairman of the 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. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or

		tendered. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
Company not bound to recognise trust in shares or bonds.	ARTICLE 39.	The Company shall be entitled to treat the person whose name appears on the register of members or bond/debenture holders as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction or as by law required, be bound to recognise any benami, trust, equity or equitable, contingent or other claim to or interest in such share or bond/debenture on the part of any other person.
No member to vote unless calls are paid up	ARTICLE 40.	No member shall be entitled to vote at any general meeting unless all calls presently payable by him in respect of the shares in the Company are paid up.
Instrument appointing proxy.	ARTICLE 41.	A member entitled to attend, and vote at a meeting may appoint another person, whether a member or not, as his proxy to attend a meeting and vote on show of hands or on a poll. The instrument appointing a proxy shall be in writing and be signed by the appointer or is attorney duly authorised in writing or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it. An instrument appointing a proxy shall be in either of the forms in Schedule IX to the Act or a form as near thereto as circumstances admit. The instrument appointing a proxy and the power of attorney shall be deposited at the Registered Office of the Company not less than forty-eight hours before the time fixed for holding the meeting.
Vote in respect of share of deceased	ARTICLE 42	Any person entitled under the Transmission Clause to transfer any share may vote at a General Meeting in respect thereof as if he was the registered holder of such shares provided that at least seventy-two hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Directors of his right to transmission of such shares, unless the Directors have previously admitted his right to vote at the meeting in respect of such shares.
		BOARD OF DIRECTORS
General Power of Board.	ARTICLE 43	The business of the Company shall be managed by the Board of Directors. The Board of Directors shall exercise all such powers and do all such acts and things, as the Company is authorised to exercise or do, except those which the Act or the Memorandum and Articles of Association specifically provide, shall be exercised or done by the Company in General Meeting.

Number of Directors.	ARTICLE 44	(1) The President of India shall, from time to time, determine the number of Directors including the Chairman, which shall be not more than sixteen and not less than three; and may, inter alia, consist of : (a) whole-time Directors of the Company (b) a representative of the Ministry of New and Renewable Energy (c) at least two experts in solar energy or power sector or members of the civil society
Appointment of Director.		(2) The Chairman shall be appointed by the President of India. The President, in consultation with the Chairman, shall appoint all other members of the Board including a Vice-Chairman, if any. No such consultation will, however, be necessary in case of appointment of whole time Directors and other Directors representing the Government.
First Directors.		(3) (a) The subscribers to the Memorandum shall be deemed to be the first Directors of the Company, until the minimum number of three Directors are appointed by the President of India. Names of First Directors 1. Dr Bharat Bhargava 2. Dr Ashvini Kumar 3. Mr Adityanand Srivastava
Remuneration of Directors and Chairman.		(b) The Directors so appointed shall be paid such salary and/or allowances as the President may, from time to time determine. Subject to the provisions of the Act, such reasonable additional remuneration, as may be fixed by the President may be paid to any one or more of the Directors for extra or special services rendered by him or them or otherwise.
		(c) The Chairman, Vice-Chairman will be appointed on such remuneration and subject to such terms and conditions as may be determined by the President.
Retirement of Director.		(4) Subject to the provisions of the Act and the rules made thereunder, the Chairman, the Vice-Chairman or Chairman-cum Managing Director or the Managing Director(s) shall retire from the Board on their respectively ceasing to hold the office of the Chairman, the Vice-Chairman, Chairman-cum-Managing Director or the Managing Director(s). The whole-time and non-official part-time Directors shall retire on the expiry of the term of their appointment. A Director representing a Ministry of the Government of India or a State Government shall retire on his ceasing to be an official of that Ministry/Department. A retiring Director shall be eligible for re- appointment.

Removal of Directors.		(5) The President may, from time to time or at any time remove any part time Director, from office at his absolute discretion. The Chairman, Vice- Chairman, Managing Director(s) and whole-time Directors may be removed from office in accordance with the terms of their appointment or if no such terms are specified, on the expiry of 3 months' notice issued in writing by the President or with immediate effect on payment of pay in lieu of notice period.
Filling up vacancy.		(6) The President shall have the right to fill any vacancy in the office of the Directors caused by removal, resignation, death or otherwise.
Appointment of Managing Director.	ARTICLE 45	The President may, subject to the provisions of the Act, from time to time, appoint the Chairman, Vice- Chairman or any of the Directors to the office of Managing Director(s) of the Company for such term and on such remuneration, whether by way of salary or otherwise, as he may think fit, and may, from time to time, remove or dismiss him or them from office and appoint another or others in his or their place or places in accordance with the provisions of the preceding Articles. Any such Director appointed to any such office shall, if he ceases to hold the office of Chairman/Vice-Chairman/Director due to any such cause shall <i>ipso facto</i> simultaneously cease to be Managing Director(s) of the Company.
Alternate Director.	ARTICLE 46	Subject to the provisions of the Act, in case of a Director who is out of India or is about to go out of India or who expects to be absent for not less than three months from the State in which meetings of the Directors are ordinarily held, the President may appoint in consultation with the Chairman of the Company, any person to be an Alternate Director during his absence out of India or his absence of not less than three months from the State in which the meetings of the Board are ordinarily held and such appointee, whilst he holds office as an alternate Director, shall be entitled to notice of meetings of the Board and to attend and to vote thereat accordingly.
Delegation of Powers.	ARTICLE 47	Subject to the provisions of Sections 292 and 293 of the Act, the Board may, from time to time, entrust and confer upon the Chairman, Vice-Chairman, Managing Director(s), Director(s), for the time being, such of the powers as they may think fit and may confer such powers for such time to be exercised for such object and purposes and upon such terms and conditions and with such restrictions as they may think expedient and may, from time to time, revoke, withdraw, alter or vary all or any such powers, provided, however, that the ultimate control and authority shall always remain with the Board.

Powers of Chairman.	ARTICLE 48	(1) The Chairman may reserve for decision of the President any proposals or decisions of the Board of Directors or any matter brought before the Board which raise in the opinion of the Chairman, any important issue and which is on that account fit to be reserved for the decision of the President, and no decision on such an issue shall be taken in the absence of the Chairman appointed by the President.
Approval of President.		(2) Without prejudice to the generality of the above provision, the Board of Directors shall reserve the following for decision of the President: (a)(i) Any programme of capital expenditure on additions, modifications and new investments for an amount which exceeds Rs. 50,00,00,000/- (Rupees Fifty Crores) in each case and which does not form part of sanctioned estimates, provided that within any financial year the funds required shall be found within the budget allocation for the project, and provided also that the expenditure on such project or scheme in subsequent years would be the first call on the respective budget allocation, provided further that in cases where the Detailed Project Reports have been prepared with estimates of various component parts of the project and where such reports have been approved by the President, it shall not be necessary for the Board to obtain the President's sanction to the incurrence of capital expenditure and the Board of Directors shall have the power to sanction the same, subject to the provision in the sanctioned estimates for each component part. Provided further that in cases of variations in approved estimates which are not more than 15% (fifteen percent) for any particular part the limit of Rs. 50,00,00,000/- (Rupees Fifty Crores) shall not apply and the Board of Directors shall be competent to proceed with the work without further reference to the President;
		(ii) Any programme of expenditure on replacement and renewal of assets for an amount which exceeds Rs. 50 crores (Rupees Fifty Crores) provided that the required funds can be found from the internal resources of the Company and the expenditure is incurred on the schemes included in the capital budget approved by the Govt. and new items should have been identified and discussed at the annual plan discussions and outlay provided for and the delegated powers being exercised should be within the framework of a lumpsum provision agreed to and provided for at the annual plan discussion;

		<p>(b) The location of new Solar Power Projects, which require investment of more than Rs. 50 crore.;</p> <p>(c) The Company's Revenue Budget in case there is an element of deficit which is proposed to be met by obtaining funds from the Government;</p> <p>(d) The Company's Annual and Five Year Plans and Capital Budgets;</p> <p>(e) Sale, lease, disposal or otherwise of the whole or substantially the whole of the undertaking of the Company;</p> <p>(f) All investments (other than short term deposits in Government Corporation) of Company funds except when these are invested in Government securities or in banks, public sector financial institutions and as equity in Employees Consumer Co-op. Societies of the company and its affiliate unit(s);</p> <p>(g) Appointment of any foreign national to any post in the Company;</p> <p>(h) Issue of Debentures/Bonds of the Company;</p> <p>(i) Formation of a subsidiary Company;</p> <p>(j) Agreement involving foreign collaboration proposed to be entered into by the Company;</p> <p>(k) Winding up of the Company.</p>
Powers of President.	ARTICLE 49	<p>The President shall have the powers:</p> <p>(a) To give directives to the Company as to the exercise and performance of its functions in matters involving national security or substantial public interest;</p> <p>(b) To call for such returns, accounts and other information with respect to the property and activities of the Company as may be required from time to time;</p> <p>(c) To determine in consultation with the Board the annual, short and long-term financial and economic objectives of the Company;</p> <p>(d) To take decisions regarding entering into partnership and formation of either wholly or partly owned companies/subsidiaries and/or regarding arrangements for sharing profits/holding;</p> <p>Provided that all directives issued by the President shall be in writing addressed to the Chairman or Chairman & Managing Director. The Board shall, except where the President considers that the interest of national security requires otherwise, incorporate the contents of such directives in the annual report of the Company and also indicate its impact on the financial position of the Company.</p>
Matters pending decision of President.	ARTICLE 50.	<p>No action shall be taken by the Company in respect of any proposal or decision of the Directors reserved for the approval of the President until his approval to the same has been obtained. The President shall have the power to modify such proposal or decision of the Director</p>

Directors may be Directors of subsidiaries etc.	ARTICLE 51.	Subject to the provisions of the Act, the Chairman and other Directors of the Company shall be eligible to be appointed as Chairman, Managing Director or other Directors of subsidiaries, promoted companies or companies in which this company may be interested as a Vendor, Member or otherwise.
Omission to give notice.	ARTICLE 52.	An accidental omission to give notice of any meeting of the Board to a Director shall not invalidate any resolution passed at any meeting.
Decisions at Board meeting.	ARTICLE 53.	The Chairman or a Managing Director may at any time convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes, the Chairman shall have a casting vote.
Chairman of Board meeting	ARTICLE 54.	All meetings of the Directors shall be presided over by the Chairman, if present or in his absence by the Vice- Chairman, if present. If at any meeting both the Chairman and the Vice-Chairman, if any or the Managing Director are not present till after fifteen minutes of the time appointed for holding the same, the Directors shall choose one of the Directors then present to preside at the meeting.
Board may set up Committees.	ARTICLE 55.	The Board of Directors may, subject to the provisions of Section 292 and 293 of the Act, delegate any of their powers to committees consisting of such members of their body as they think fit and they may from time to time revoke such delegation. Any Committee so formed shall in exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board of Directors. The proceedings of such a Committee shall be placed before the Board of Directors at its next meeting.
Meeting of Committees how governed.	ARTICLE 56.	The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions of the Act for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto, and are in conformity with the regulations, if any, made by the Directors under the preceding articles.
Chairman of committee meeting.	ARTICLE 57.	All meetings of Committee shall be presided by the Chairman, if present. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same, the members present may choose one of their members to be Chairman of the meeting.

Acts of Directors valid.	ARTICLE 58.	All acts done by any meeting of the Board of Directors, or if Committee of Director, or by any person acting as a Directors shall, notwithstanding that it may afterwards be discovered that there was some defect in the appointment of such directors or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person(s) had been duly appointed and was qualified to be Director(s). 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 terminated.
Resolution without Board meeting valid.	ARTICLE 59.	Subject to the provisions of Section 292 and 293 of the Act, resolutions of the Board or its Committee can be passed by circulation and they shall be as valid and effectual as if they have been passed at a meeting of the Board of Directors or its Committee duly called and constituted. No resolution shall, however, 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 and to all other Directors or members at their usual address in India and has been approved by such of the Directors as are then in India or by a majority of such of them, as are entitled to vote on the resolution.
Specific powers given to Board of Directors	ARTICLE 60.	Subject to the provisions of the Act and without prejudice to the general power conferred by these article, the Board of Directors shall have the following powers: a) To sanction payment of all the expenditure incurred in setting up and registering the Company.
To make bye-laws		(b) To make, vary and repeal from time to time bye- laws, rules and regulations for regulation of business of the Company and the terms and conditions of service of its officers and employees.
To pay and charge interest etc.		(c) To pay and charge to the capital Account of the Company and interest lawfully payable thereon under the provisions of the Act.
To acquire property		(d) To purchase, take on lease or otherwise acquire for the Company property rights or privileges which the Company is authorized to acquire at such price and on such terms and conditions as they think fit.
To pay for property etc.		(e) To pay for any property or rights acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, debenture stock or in

		shares that 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, debentures stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital not so charged.
To secure contract by mortgage		(f) To secure the fulfilment 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 unpaid capital for the time being or in such other manner as they think fit.
To refer to arbitration		(g) To refer any claim or demand by or against the Company to arbitration and to observe and comply with such awards or to object and appeal against erroneous awards.
To invest		(h) To invest or otherwise employ any of the moneys belonging to the Company upon such investments authorized by the Memorandum of Association of the Company (not being shares in the Company) and in such manner as they think fit and, from time to time, to vary and realize such investments.
To give bonus, create provident fund etc.		(i) To provide for the welfare of employees or ex-employees of the Company or of its predecessors in business and for the wives, widows and families or of the dependants of such employees or ex-employees by building or contributing funds for the building of houses including assistance to co-operative housing societies of employees or to award compensation or make grants of money, allowances, profit sharing bonus or scheme or benefit of any other kind including insurance coverage, contribution to provident fund, pension fund, gratuity fund and other institutional funds, or by providing or subscribing or contributing towards places of instruction, recreation, hospitals and dispensaries, medical and any other form of assistance, welfare or relief as the Directors may think fit.
To subscribe		(j) To subscribe, grant, support or otherwise to assist or to guarantee money to scientific and educational, charitable and other institutions, pursuing objects in which the Company may be interested.
To create posts etc.		(k) To create such posts, other than those to which appointment is made by the President under these Articles, as they may consider necessary for the efficient conduct of the Company's affairs and to determine the scale of pay and other terms therefor.

To appoint officers etc.		(l) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants from permanent, temporary or special service, as they may from time to time, think fit and to determine their powers and duties and fix their salaries or emoluments and require security in such instances and of such amounts as they may think fit and to provide for the management and transaction of the affairs of the Company in any specified locality in India in such manner as they think fit.
To sub-delegate power.		(m) Subject to Sections 292 and 293 of the Act, to sub-delegate to designated officers of the Company or to an attorney all or any of the powers, authorities and discretions vested in the Board of Directors on such terms and conditions and for such period as considered appropriate, subject, however, to the ultimate control and authority being retained by the Board. Further any such delegatee or attorney may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him/them.
To lend money.		(n) To lend money to subsidiaries and associated organizations, on such terms and conditions as the Board may consider desirable.
To provide for adequate safeguards.		(o) To provide for adequate safeguards where applicable in accordance with the requirements of the Indian Electricity Act, 2003
To comply with the provisions of Jawaharlal Nehru National Solar Mission		(p) To give effect to the requirements and provisions of the Jawaharlal Nehru National Solar Mission as amended from time to time.
To establish Managing Committee.		(q) From time to time to establish any Managing Committee for managing affairs of the Company in any specified locality in India, or out of India and to appoint any person(s) as member(s) of such Managing Committee and to fix their remuneration and from time to time to delegate to any person(s) or Committee so appointed, appropriate powers, authorities and discretion on such terms and subject to such conditions and the Board of Directors may decide and at any time to remove any such person(s) or Committee so appointed and annul or vary any such delegation.

To make Contracts.		(r) To enter into all such negotiations and contracts and rescind and vary any such contracts, execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid for the purposes of the Company.
		THE SEAL
The Seal of the Company.	ARTICLE 61.	(a) The Board of Directors shall provide a Common Seal for the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof. The Board of Directors shall provide for the safe custody of the Seal.
Affixation of Seal.		(b) The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorized by it in that behalf and except in the presence of at least two Directors and of the Secretary or such other person(s) as the Board may appoint for the purpose, and those two Directors or such other person(s) as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence. The Director(s) may however, sign a share or bond/debenture certificate by affixing his/their signature(s) thereon by means of a machine, equipment or other mechanical means such as engraving in metal or lithography, but not by means of a rubber stamp, provided that such Director(s) shall be responsible for the safe custody of such machine, equipment or other metal used for the purpose.
		RESERVES
Reserve fund.	ARTICLE 62.	Subject to the provisions of the Act, the Board may, while approving the annual accounts, set apart out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies, or for repairing, improving and maintaining any of the property of the Company and for amortisation of capital and for such other purposes as the Board of Directors shall in their absolute discretion think conducive to the interest of the Company and may invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit from time to time and to deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve funds into such special funds, as they think fit and employ the reserve funds or any part thereof in the business of the Company and without being bound to keep the same separate from the other assets.
		DIVIDENDS
Dividends	ARTICLE 63.	No dividend shall be declared or paid by the Company as long as the Company remains registered under Section 25 of the Companies Act, 1956.

		ACCOUNTS
Accounts to be kept.	ARTICLE 64.	The Company shall cause to be kept proper books of accounts with respect to; (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place. (b) All sales, purchases and utilization of goods and services made by the Company. (c) The assets and liabilities of the Company.
Inspection of Books of Accounts.	ARTICLE 65.	The books of accounts shall be kept at the Registered Office of the Company or such other place in India as the Board of Directors shall think fit subject to notice to the Registrar of Companies, pursuant to Section 209 of the Act.
Annual Accounts and Balance Sheet.	ARTICLE 66.	Subject to Section 210(3) of the Act, at the first Annual General Meeting and at every subsequent Annual General Meeting, the Board shall lay before the Company a Balance Sheet and Profit and Loss Account in the case of the first accounts since the incorporation of the Company and ending with a day which shall not precede the day of the meeting by more than nine months and in any other cases beginning with the day immediately after the last day of the period for which the accounts were last submitted and ending with a day which shall not precede the day of the meeting by more than six months.
Annual Accounts and Directors' Report to be placed in Annual General Meeting.	ARTICLE 67.	The Board shall make out and attach to every audited Profit and Loss Statement and Balance Sheet placed before the Company in Annual General Meeting a Directors' Report with respect to the state of the Company's affairs, the dividend amount, if any, recommended and the amounts, if any, which they propose to carry to any Reserves and the material changes and circumstances, if any, affecting the financial position of the Company.
		AUDIT
Accounts to be audited annually.	ARTICLE 68.	The annual accounts of the Company for every financial year shall be audited. The correctness of the Profit and Loss Account and Balance Sheet examined and reported by one or more Auditors.
Appointment of Auditors.	ARTICLE 69.	The Auditor/Auditors of the Company shall be appointed or reappointed by the Central Government pursuant to Section 619 of the Act on the advise of the Comptroller and Auditor General of India and his/their remuneration, rights and duties shall be regulated by Sections 224 to 233 read with Section 619 of the Act.

Powers of the Comptroller and Auditor General.	ARTICLE 70.	<p>The Comptroller and Auditor General of India shall have powers;</p> <p>(a) to direct the manner in which the Company's accounts shall be audited by the Auditor/Auditors appointed in pursuance of the preceding Article hereof and to give such auditor/auditors instructions in regard to any matter relating to the performance of his/their functions as such;</p> <p>(b) to conduct a supplementary or test audit of the Company's accounts by such person or persons as he may authorise in this behalf, and for the purposes of such audit, to have access to all account books, vouchers, documents and other papers of the Company and to require information or additional information to be furnished to any person or persons so authorised, on such matters, by such person or persons and in such forms as the Comptroller and Auditor General may, by general or special order, direct.</p>
Comments upon or supplement to audit report by the C&AG.	ARTICLE 71.	The Auditor/Auditors aforesaid shall submit a copy of his/their audit report to the Comptroller and Auditor General of India who shall have the right to comment upon, or supplement the audit report in such manner as he may think fit. Any such comment upon or supplement to the audit report shall be placed before the Annual General Meeting of the Company at the same time and in the same manner as the audit report.
Auditor's right to attend meeting.	ARTICLE 72.	The Auditor(s) of the Company shall be entitled to receive notice of and to attend any annual general meeting of the Company at which any accounts which have been examined or reported on by him/them are to be laid before the Company and he/they may make any statement or explanation in the meeting with respect to the accounts.
Audited accounts conclusive.	ARTICLE 73.	Every statement of annual accounts and net profit and loss of the Company when audited and approved in an Annual General Meeting shall be conclusive.
		NOTICE
How notices to be served by Company.	ARTICLE 74.	A notice may be given by the Company to any member and bond/debenture holder either personally or by sending it by post in a prepaid letter addressed to him at his registered address, if any, supplied by him to the Company for the purpose. A member or bond/debenture holder may notify in writing to the Company change of his address from time to time.

How notices to be served by Company.	ARTICLE 75.	A notice may be given by the Company to any member and bond/debenture holder either personally or by sending it by post in a prepaid letter addressed to him at his registered address, if any, supplied by him to the Company for the purpose. A member or bond/debenture holder may notify in writing to the Company change of his address from time to time.
Notice to joint holders.	ARTICLE 76.	A notice may be given by the Company to the joint holders of a share or bond/debenture by giving the notice to the joint holder named first in the register in respect of the share/bond/debenture.
How notice to be given to a deceased or bankrupt member.	ARTICLE 77.	A notice may be given by the Company to the person(s) with respect to any share or bond/debenture after death or insolvency of a member or bond/debenture holder by sending it through post in a prepaid letter addressed to the representative(s) of the deceased or assignee of the insolvent or to any of like description at the address in India (if any), supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving notice in the manner in which the same would have been given if the death or insolvency had not occurred.
Annual Report.	ARTICLE 78.	The Company shall prepare its Annual report soon after holding of the Annual General Meeting of the Company in which audited accounts are placed and lay the said report through the Government (unless specifically exempted) within a period of nine months of close of accounts, before both the Houses of Parliament together with a copy of the audit report and comments upon, or supplement to the audit report made by the Comptroller and Auditor General of India.
		WINDING UP
Distribution of assets on winding up	ARTICLE 79	Subject to the provision of the Act, if the Company is to be wound up and assets available for distribution among the members are insufficient to repay the whole of the paid up capital such assets shall be distributed so that, as nearly as may be the losses shall be borne by the members in proportion to the capital paid up and the commencement of winding up, on the shares held by them respectively. And if in a winding up the assets available for distribution among the members are more than sufficient to repay the whole of the paid-up capital such assets shall be distributed amongst the members in proportion to the capital paid up on the shares held by them respectively. However, this would be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

		SECRECY
Secrecy Clause.	ARTICLE 80.	Every Director, Secretary, Trustee for the Company, Members of a Committee, Officer, Servant, Agent, Accountant, or other person employed in or about the business of the Company shall, whether or not specifically required by the Board before entering upon his duties to sign a declaration, observe strict secrecy in respect of all transactions of the Company, the state of its accounts and matters relating thereto and shall not reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any general meeting except in so far as may be necessary in order to comply with any of the provisions of these Articles or by an order of a Court of Law.
Restriction on entry upon property.	ARTICLE 81.	<p>No share holder or bond/debenture holder (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the premises or properties of the Company or its books without the permission of the Board or to require discovery of or any information respecting any activity on trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter which may relate to the conduct of business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to communicate to the public.</p> <p>The President shall, however, be exempt from the provision of this Article notwithstanding anything mentioned hereinbefore.</p>
		INDEMNITY AND RESPONSIBILITY
Directors and others right to indemnity.	ARTICLE 82.	Subject to the provisions of Section 201(i) of the Act, every Director, Manager, Auditor, Secretary or other Officer or employee of the Company shall be indemnified by the Company against any <i>bona fide</i> liability and it shall be the duty of the Directors to pay out of the funds of the Company all costs, losses and expenses (including travelling expenses) which any such Director, Manager, Officer or employee may incur or become liable to by reason of any contract entered into or act or deed done by him or them as such Director, Manager, Officer or Servant or in any other way in the discharge of his/their duties and the amount for which such indemnity is provided shall immediately attached as a lien on the property of the Company and have priority as between the members over all other claims.

		(2) Subject to as aforesaid every Director, Manager or Officer of the Company shall be indemnified against any liability incurred by him or them in defending any bona fide proceedings whether civil or criminal in which judgment is given in his or their favour in which he is or they are acquitted or in connection with any application under Section 633 of the Act in which relief is given to him or them by the Court.
Individual responsibility of Directors.	ARTICLE 83.	No Director, Secretary, Manager, Auditor or other Officer or employee of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or employee of the Company or for joining in any receipt or other act for the sake of conformity or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person, company or corporation with whom any moneys, securities or effects shall be deposited or entrusted for any loss occasioned by an error of judgment or oversight on his or their part, or for any other loss, damage or misfortune whatever, which shall happen in the execution of the duties of his or their office or in relation thereto unless the same happens through his own dishonesty, negligence, default, misfeasance, breach of duty or trust.

Name, Description Occupation	Address, and	No. of Shares Equity	Signature of Subscriber	Name, Address, Description and Occupation of Witness

Place : New Delhi
Dated

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

S.no.	Names, address, description and occupation of each Subscriber	No. of Equity Shares taken by each subscriber	Signature of Subscriber	Signature, name, address, description and occupation of witness
1.	ADITYA NAND SRIVASTAVA. DIR/MNRE SHRI. GOPAL. NARAYAN SRIVASTAVA. B.NO. DII/85, PANDARA ROAD, N. DELHI-110001. GOVT. SERVICE.	1	<i>Aditya Nand</i>	THE SIGNATURE OF THE SUBSCRIBERS WITNESS THE SIGNATURE OF THE SUBSCRIBERS HEREBY I HEREBY
2.	SANTRAM, Director/ Scientist 'F' S/O (Late) Shri Nathuram 44, Type V, Lodi Road Complex, N Delhi-3 Govt. Service.	1	<i>Santram</i>	
3.	DR. AHMAD RAZA, Director, MNRE S/o Late Sh. Wizarat Hussain C-2, HUDCO Place Andrews Gang New Delhi-110019 Service	1	<i>Ahmad Raza</i>	


DATED THIS 30 DAY OF JULY, 2011
PLACE: NEW DELHI

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

S.no.	Names, address, description and occupation of each Subscriber	No. of Equity Shares taken by each subscriber	Signature of Subscriber	Signature, name, address, description and occupation of witness
4.	D. ASHVINI KUMAR DIRECTOR / S. F. S/o Late Sh. BENI PRASAD Block 0-3/3, MSFUB Sector 13, RK Puram New Delhi - 110066. Govt Service	1	<i>[Signature]</i>	I HEREBY WITNESS THE SIGNATURE OF THE SUBSCRIBERS NIKITA ARORA D/O LATE SH. GOVIND RAM BLOCK-16A, 3rd FLOOR, WEST PATEL NAGAR, NO-08 ACS - 26286, PCS - 9459
5.	TARUN KAPOOR JOINT SECRETARY Ministry of New & Renewable Energy S/o Sh. R. K. Kapoor Room No. 205, Block No. 14, CGO Complex, Lodi Road, New Delhi GOVT. SERVICE	1	<i>[Signature]</i>	

DATED THIS 30 DAY OF JULY, 2011
PLACE: NEW DELHI

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

S.no.	Names, address, description and occupation of each Subscriber	No. of Equity Shares taken by each subscriber	Signature of Subscriber	Signature, name, address, description and occupation of witness
6	BHARAT BHARGAVA Developer / Sec F Ministry of New and Renewable Energy S/o Shri HARI RAMAN BHARGAVA N-42, NIVERITA KUNT SEC-10, R.K. PURAM NEW DELHI-110026 GOVT. SERVICE	1	Bharat Bhargava	THE SIGNATURE OF THE SUBSCRIBERS HEREBY WITNESS HI
7	PRESIDENT OF INDIA Ms Pratibha Patil Rashtrapati Bhavan New Delhi Represented by: 5999994 Ms VISHALI PRIYAMADRA Under Secretary (National Solar Mission) Min. of New & Renewable Energy W/o Shri Ashok Kumar Madra R/o 18/244, Malviya Nagar New Delhi - 110017 Occupation: Govt. Service	60,00,000		

DATED THIS 30 DAY OF JULY, 2011
PLACE: NEW DELHI

SIXTY LAKH

- Certified true copy

J. N. K.



पी.एस.आर. मूर्ति / P.S.R. Murthy
कम्पनी
सोलर
Sola
Secretary
न ऑफ इंडिया
Corporation of India
New Delhi