

Ref: DIL/SEC/2017

Date: July 24, 2017

The Listing Manager
The Bombay Stock Exchange Limited,
1st floor, Rotunda Building,
B S Marg, Fort,
Mumbai-400 001

Telephone no: +91 22 2272 1233/1234

Fax no: +91 22 2272 1919

BSE Scrip Code: 500068

Name of the Company: Disa India limited

Dear Sir,

SUB: Notice of Annual General Meeting, E-voting and Book Closure

Please find attached Notice of 32nd Annual General Meeting of the Company. This Notice has already been placed in our website <https://www.disagroup.com/en-in/investor-relations/disa-india-financial-reports>.

In terms of Regulation 30 of the SEBI (LODR) Regulations, 2015, we enclose herewith, a copy each of the newspaper clippings of the public notice published in the following newspapers:

- Sanjevani Bangalore edition (22nd July)
- Financial Express all editions (23rd July)

Kindly take this notice as compliance with the Listing Agreement and SEBI guidelines.

Thanking you,

Yours sincerely,

For Disa India Limited



G Prasanna Bairy

Company Secretary & Compliance Officer

Encl : As above.

DISA India Limited

Registered office: 5th Floor, Kushal Garden Arcade,
1A Peenya Industrial Area, Peenya 2nd Phase,
Bangalore - 560058 INDIA
Tel: +91 80 4020 1400-04, Fax: +91 80 2839 1661
bangalore@noricangroup.com / www.disagroup.com
CIN: L85110KA1984PLC006116

Manufacturing facilities:

Tumkur: No. 28-32, Satyamangala Industrial Area,
Tumkur- 572104, Tel: +91 816 6602000/01
tumkur@noricangroup.com
Hosakote: Plot No. 50, KIAOB Industrial Area,
Hosakote-562114, Tel: +91 80 27971310/1516
hosakote@noricangroup.com

Regional contacts:

New Delhi - dahi@noricangroup.com
Kolkata - kolkata@noricangroup.com
Pune - pune@noricangroup.com
Rajkot - rajkot@noricangroup.com

Parts & Services: cdc.india@noricangroup.com

NOTICE

NOTICE is hereby given that the Thirty Second Annual General Meeting of DISA India Limited will be held at Hotel Vivanta by Taj, Yeshwanthpur, Bangalore - 560 022 at 11.00 Hrs on Friday, the 11th day of August, 2017 to transact the following business:

ORDINARY BUSINESS:

1. To receive, consider and adopt the Audited Financial Statements of the Company for the Financial Year ended March 31, 2017, together with the Reports of the Board of Directors and the Auditors thereon.
2. To appoint a Director in place of Mr. Andrew Thomas Carmichael (DIN: 03634151), who retires by rotation at this Annual General Meeting and being eligible, offers himself for reappointment.
3. To declare a Dividend of Rs. 2.50/- per Equity Share of Rs. 10/- each (25%) for the financial year ended March 31, 2017.
4. To ratify the appointment of Statutory Auditors of the Company:

To consider and if thought fit, to pass, the following Resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to the resolution passed by the Members of the Company at the 30th Annual General Meeting held on August 06, 2015 and pursuant to provisions of Sections 139, 142 and other applicable provisions, if any, of the Companies Act, 2013 and The Companies (Audit and Auditors) Rules, 2014, [including any statutory modification(s) or re-enactment(s) thereof for the time being in force], consent of the Members of the Company be and is hereby accorded for ratification of the appointment of Messrs Deloitte Haskins & Sells, Chartered Accountants, (FRN 008072S), to hold office from the conclusion of Thirty-Second Annual General Meeting until the conclusion of Thirty-Third Annual General Meeting of the Company on such remuneration as may be agreed upon by the Board of Directors and the Auditors, in addition to applicable taxes and re-imburement of out of pocket expenses incurred by them in connection with the audit of Accounts of the Company."

SPECIAL BUSINESS:

5. Ratification of remuneration of Cost Auditors:
To consider, and if thought fit, to pass, the following resolution as an Ordinary Resolution:
"RESOLVED THAT pursuant to the provisions of Section 148 and other applicable provisions, if any, of the Companies Act, 2013 read with the Companies (Audit and Auditors) Rules, 2014 [including any statutory modification(s) or re-enactment(s) thereof], Messrs. Rao, Murthy & Associates, Cost Accountants, Bangalore (Reg. No.000065), appointed as Cost Auditors of the Company for conducting the cost audit of the accounts and records for the financial year ended March 31, 2017 with a remuneration of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) plus applicable taxes and reimbursement of out of pocket expenses, at actuals, as approved by the Board of Directors, be and is hereby ratified."
6. Appointment of Mr. Lokesh Saxena (DIN: 07823712) as a Director of the Company:
To consider and if thought fit, to pass, the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to the provisions of Section 160 and other applicable provisions, if any, of the Companies Act, 2013 read with the Companies (Appointment and Qualification of Directors) Rules, 2014 [including any statutory modification(s) or re-enactment(s) thereof], Mr. Lokesh Saxena (DIN: 07823712), who was appointed as an Additional Director of the Company by the Board of Directors at its meeting held on June 21, 2017 in terms of Section 161(1) of the Companies Act, 2013 and whose term of office expires at this Annual General Meeting and in respect of whom the Company has received a notice in writing from a member proposing his candidature for the office of Director, be and is hereby appointed as a Director of the Company and whose period of office shall not be liable to determination by retirement by rotation."

7. Appointment of Mr. Lokesh Saxena (DIN: 07823712) as Managing Director of the Company:

To consider and if thought fit, to pass, the following resolution as a Special Resolution:

"RESOLVED THAT pursuant to provisions of Sections 196,197 and 203 read with Schedule V and other applicable provisions, if any, of the Companies Act, 2013, the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 [including any statutory modification(s) or re-enactment(s) thereof for the time being in force], the consent of the Shareholders be and is hereby accorded to the appointment of, and remuneration payable to, Mr. Lokesh Saxena (DIN: 07823712), as the Managing Director of the Company for a period of three years with effect from June 21st, 2017 to June 20th, 2020 upon the terms and conditions recommended by Nomination and Remuneration Committee and approved by the Board and subject to Central Government approval, if required, on such terms and conditions as set out below:

- I. Basic Salary:

With effect from	Basic Salary per month
21st June, 2017	Rs. 2,71,000/- (Rupees Two Lakhs Seventy One Thousand only) per month with such changes annually, as may be decided upon.
- II. House Rent Allowance:
Not exceeding 50% of basic salary. House rent allowance will be Rs. 1,35,500/- (Rupees One Lakh Thirty Five Thousand Five hundred only) per month.
- III. Conveyance:
Chauffeur driven car will be provided by the Company for the performance of official duties and personal use. All expenses towards this facility will be borne by the Company.
- IV. Telephone:
A residential telephone, Laptop Computer and one Internet Service connection will be provided by the Company at its cost to facilitate the performance of duties.
- V. Other Allowance:
Other allowance will be Rs. 1,89,700/- (Rupees One Lakh Eighty Nine Thousand Seven Hundred only) per month.

VI. Medical Expenses:

Medical expenses incurred in respect of the self, spouse and two dependent unmarried children less than 21 years of age will be reimbursed to the extent that they do not receive such assistance from any other source. This will be limited to Rs. 1,250/- (Rupees One Thousand Two Hundred Fifty only) per month.

Medi-claim Policy Coverage

Eligible for Medi-claim Policy (premium paid by the Company) covering self, spouse and two dependent children less than 21 years of age as applicable to senior management personnel of the Company.

VII. Leave and Leave Travel Assistance:

Leave entitlement will be as applicable to the senior Managers of the Company. Expenses for self and Family (as defined above) of travel anywhere in India on leave will be paid/reimbursed once a year subject to a ceiling of one month's basic salary.

VIII. Provident Fund:

The Company will contribute 12% of the basic salary to the Provident Fund, as applicable to senior management personnel of the company with changes if any as may be applicable from time to time.

IX. Superannuation Fund:

The Company will contribute 15% of the basic salary to the Superannuation Fund as applicable to Senior Management Personnel of the Company with changes if any as may be applicable from time to time.

X. Gratuity:

After a continuous service of five years, eligible to receive gratuity at the rate of fifteen days basic salary per year of service, limited to a maximum of 30 years. Payment of gratuity will be as per rules and regulations of the Company as applicable to the Senior Management Personnel of the Company with changes if any as may be applicable from time to time.

XI. Reimbursement of Business Expenses:

Eligible for reimbursement of all reasonable expenses on travel, entertainment etc. legitimately incurred in the course of performance of duties.

XII. Sitting Fee:

He will not be paid any sitting fees for attending meetings of the Board of Directors or Committees thereof. He will not be liable to retire by rotation.

XIII. Variable Performance Bonus:

He will be eligible for variable performance bonus pay @ 30% of the annual fixed pay every year subject to the standard terms of Norican Annual Incentive Plan (NAIP). NAIP takes into account Group performance, Company performance in terms of Growth and margin expansion and personal objectives measured against agreed objectives for the year.

XIV. Minimum Remuneration

In the event of absence or inadequacy of profits in any Financial Year during the currency of tenure of his appointment, the entire applicable remuneration payable to Mr. Lokesh Saxena by way of Salary and perquisites mentioned above shall be paid as the Minimum Remuneration, subject to the provisions under Schedule V of the

Companies Act, 2013 as amended from time to time.

RESOLVED FURTHER THAT the Board of Directors be and is hereby authorized to vary the terms and conditions of appointment of Mr. Lokesh Saxena as Managing Director subject to the limits prescribed under the Schedule V of the Companies Act, 2013."

8. Alteration of the Objects Clause of the Memorandum of Association of the Company:

To consider and if thought fit, to pass, the following resolution as a Special Resolution:

"RESOLVED THAT pursuant to the provisions of Section 13 of the Companies Act, 2013 read with the Companies (Incorporation) Rules, 2014 and other applicable provisions of the Companies Act, 2013, the Memorandum of Association of the Company be and is hereby altered in the following manner:

- a) By replacing numbering format 'I', 'II', 'III', 'IV', 'V' and 'VI' with '1st', '2nd', '3rd', '4th', '5th' and '6th' respectively to represent the various main clauses in the Memorandum of Association.
- b) 3rd (a) of the Objects Clause of the Memorandum of Association of the Company be titled as "The objects to be pursued by the company on its incorporation"
- c) 3rd (b) of the Objects Clause of the Memorandum of Association of the Company be titled as "Matters which are necessary for furtherance of the objects specified in clause 3(a)"
- d) By deleting the existing Clause III (C).
- e) By deleting the existing Clause 4 and by substituting the following new Clause 4th thereof as hereunder:

The Liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them."

RESOLVED FURTHER THAT the Board of Directors of the Company (herein referred to as the "Board" which term shall include any Committee constituted by the Board or any person(s) authorized by the Board to exercise the powers conferred by the Board by this resolution) be and is hereby authorized to take all such actions as may be necessary, desirable or expedient and to do all necessary acts, deeds and things that may be incidental or pertinent to give effect to the aforesaid resolution."

9. Alteration of Articles of Association of the Company:

To consider and if thought fit, to pass, the following resolution as a Special Resolution:

"RESOLVED THAT pursuant to the provisions of Section 14 and all other applicable provisions of the Companies Act, 2013 read with Companies (Incorporation) Rules, 2014 (including any statutory modification(s) or re-enactment thereof, for the time being in force), and as warranted by the aforesaid Act, Articles of Association of the Company be and are hereby altered by deleting the existing Articles and by adopting the Articles from Table F under the said Act, with such modifications as may be applicable and relevant to the Company and as may be suggested by the Stock Exchanges in terms of the Listing Agreements executed by the Company with them, and as per the draft Articles of Association available for inspection at the Registered Office of the Company and as may be

uploaded on the website of the Company, be and are hereby approved and adopted in substitution, and to the entire exclusion, of the regulations contained in the existing Articles of Association of the Company.

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorized to do all acts and take all such steps as may be necessary, proper or expedient to give effect to this resolution.

RESOLVED FURTHER THAT the new set of Articles of Association be and are hereby adopted by the shareholders to incorporate the provisions relating to the Companies Act, 2013 as below:

ARTICLES OF ASSOCIATION

OF

DISA India Limited

(Company Limited by Shares)

(Incorporated under the Companies Act, 1956 as amended under the Companies Act, 2013)

PRELIMINARY

(i) In these Articles:

"The Act" and reference to any Section or provision thereof respectively means and includes the Companies Act, 2013 and any statutory modification or re-enactment thereof for the time being in force and reference to the Section or provisions of the Act or such statutory modification.

"Affiliate" in respect of any Company, means any legal entity which, controls or is controlled by that Company, or is controlled by the same individual or entity which controls that Company. For the purposes of this definition, any entity is controlled by another entity or individual where that entity or individual owns, directly or indirectly, more than fifty percent of the shares entitled to a vote at general meetings of shareholders or has the power to cause the election of a majority of the Board of Directors of the first entity.

"Article" or "these Articles" means the Articles set out herein.

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

"Board" or "Board of Directors" means the Board of Directors and the Directors collectively or a meeting of the Directors duly called and constituted or, as the case may be, the Directors assembled at the Board or the Directors of the Company collectively.

"Capital" means the share capital for the time being raised or authorised to be raised for the purpose of the Company.

"Chairman" means the Chairman of the General Meetings and Board as referred to, in these Articles.

"the Company" or "the Corporation" means DISA India Limited.

"Debentures" includes Debenture Stock, Bonds and any other Securities of a Company, whether constituting a charge on the assets of the Company or not.

"Director" means a Director appointed to the Board of the Company.

"Document" includes notice, requisition, order, other legal process and registers whether issued, sent or kept in pursuance of this or any other Act or otherwise.

"Managing Director" means the Managing Director or Managing Directors of the Company for the time being.

"Dividend" includes any interim dividend.

"General Meeting" means the Annual General Meeting and Extraordinary General Meeting of the Company, as the case may be, as defined by the relevant provisions of the Act.

"Member" means a duly registered holder of Shares from time to time and includes the subscribers to the memorandum of the Company and beneficial owners as defined in the Depositories Act, 1996.

"Month" means Calendar Month.

"Non-retiring Director" means a Director not subject to retirement by rotation.

"Office" means the registered office for the time being of the Company.

"Ordinary Resolution" and "Special Resolution" shall have the meaning respectively assigned to these terms by Section 114 of the Act.

"Paid up" includes credited as paid-up.

"Person" includes corporations as well as individuals.

"Public Holiday" means a public holiday within the meaning of the Negotiable Instruments Act 1881.

"Register of Members" means the Register of Members to be kept pursuant to the Act.

"The Registrar" means the Registrar of Companies of the State in which the Office of the Company is for the time.

"Secretary" includes a temporary or Assistant Secretary and any person or persons appointed by the Board to perform any of the duties of the Secretary of the Company in pursuance of Section 203 of the Act.

"Seal" means the common seal for the time being of the Company.

"Shareholder" means any person(s) who is a holder of any class of Shares.

"Share" means Share in the Share Capital of the Company and includes Stock except where a distinction between Stock and Shares is expressed or implied.

"Special Resolution" shall have the meaning assigned thereto by Section 114 of the Act.

"Year" means the calendar year, and "Financial Year" shall have the meaning assigned thereto by Section 2(41) of the Act.

Words importing the masculine gender also include the feminine gender.

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

"In writing" and "written" include printing or lithography or any other modes of representing or reproducing words in visible form.

"These Presents" or the "Articles" means these Articles of Association as originally framed or as altered from time to time by Special Resolution.

The Marginal notes used in these Articles shall not affect the construction thereof.

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

1. APPLICATION OF TABLE 'F'

For the matters not provided herein, the provisions contained in Table 'F' shall apply to the Company.

2. PUBLIC COMPANY

The Company is a Public Company within the meaning of Section 2(71) of the Companies Act, 2013, with a minimum Paid up Capital of Rupees Five Lakhs or such higher paid up capital as may be prescribed and accordingly:

- (i) Does not restrict the right to transfer its shares;
- (ii) Does not limit the number of its members to be two hundred:

Provided further that-

- (A) persons who are in the employment of the company; and
- (B) persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased, shall not be included in the number of members; and
- (iii) does not prohibit any invitation to the public to subscribe for any securities of the Company;

3. CAPITAL AND INCREASE AND REDUCTION OF CAPITAL

1. The Authorized Share Capital of the Company shall be such amount as stated in the Company's Memorandum from time to time, with such rights, privileges and conditions attaching thereto as may be determined by the Company in General Meeting, and if no direction be given, as the Directors may determine.
2. The Shares of the Company shall be under the Control of the Board, subject to the provisions of the Act and Articles contained herein. The Board may issue, allot, or otherwise dispose off Shares in such manner as it may deem proper.
3. The Company in General Meeting may, from time to time, by an Ordinary Resolution increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the resolution shall prescribe and in particular, such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a right of voting at General Meetings of the Company in conformity with Section 47 of the Act. Whenever the Capital of the Company has been increased under the provisions of this Article the Directors shall comply with the provisions of Section 67 of the Act.
4. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.
5. Subject to the provisions of Section 55 of the Act, the Company shall have the power to issue Preference Shares which are or at the option of the Company are to be liable to be redeemed and the resolution authorising such issue shall prescribe the manner, terms and conditions of redemption.
6. On the issue of Redeemable Preference Shares under the provisions of Article 7 hereof the following provisions shall take effect:
 - a) no such shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of Shares made for the purpose of the redemption; No such Shares

shall be redeemed unless they are fully paid;

- b) The premium, if any, payable on redemption must have been provided for out of the profits of the Company or the Company's Share Premium Account before the shares are redeemed;

- c) Where any such shares are redeemed otherwise than out of the proceeds of fresh issue, there shall out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called the 'Capital Redemption Reserve Account' a sum equal to the nominal amount of shares redeemed and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 55 of the Act, apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company.

7. The Company may (subject to the provisions of Sections 52, 55 and 66 inclusive, of the Act) from time to time by Special Resolution, reduce its Capital and any Capital Redemption Reserve Account or Premium Account in any manner for the time being authorised by law, and in particular capital may be paid off On the footing that it may be called up again or otherwise. The Article is not to derogate from any power the Company would have if it were omitted.

8. Subject to the provisions of Section 61 of the Act, the Company in General Meeting may, from time to time subdivide or consolidate its shares, or any of them and the resolution whereby any share is sub-divided, may determine that, as between the holders of the shares resulting from such sub-division of one or more of such shares shall have some preference or special advantage as regards dividend, capital, or otherwise over or as compared with the others or other, Subject as aforesaid the Company in General Meeting may also cancel Shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

9. Whenever the capital, by reason of the issue Preference Shares or otherwise, is divided into different classes of shares all or any of the rights and privileges attached to each class may subject to the provisions of Section 48 of the Act be modified, commuted, affected or abrogated or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by holders of atleast three-fourths in nominal value of the issued shares of the class or is confirmed by a Special Resolution passed at a separate General Meeting of the holders of Shares of that class.

4. TRANSFER OF SHARES

The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly particulars of every transfer or transmission of any share held in material form. Nothing contained in these Articles shall apply to transfer of securities held in Depository.

5. TRANSMISSION OF SHARES

- a) On the death of sole member, his nominee(s), if any, shall be the only person(s) recognized by the Company as having any title to his interest in the shares to the exclusion of succession laws applicable to the deceased member.
- b) Every member shall deliver to the Company a nomination in accordance with and subject to the Rules made by the Board.
- c) In case, the nomination is not made as provided above, it shall be deemed that a nomination has been made by the deceased

member himself, in the following order of precedence:

- a. a spouse, if any;
- b. child or children, if any, jointly;

EXPLANATION: This includes both unmarried and married children of both sexes.

6. NOMINATION

Equity holders of shares/Debentures may nominate a person to whom its shares in, or the debentures of the Company, shall vest, in accordance with the provisions contained in Companies Act, 2013.

7. SHARES IN ELECTRONIC FORM

(A). Definition:

'Depository' shall mean a Depository as defined under clause (e) of sub section (i) of Section 2 of the Depositories Act, 1996.

'Beneficial Owner' shall mean the beneficial owner as defined in clause (a) of sub section (i) of Section 2 of the Depositories Act, 1996.

'Shareholder' or 'Member' means the duly registered holder of the shares from time to time and includes the subscribers to the Memorandum of Association of the Company and the beneficial owner(s) as defined in clause (a) of sub section (i) of section 2 of the Depositories Act, 1996.

'SEBI Board' means the Securities and Exchange Board of India;

'Bye-laws' means bye-laws made by a Depository under Section 26 of the Depositories Act, 1996:

'Depositories Act' means the Depositories Act, 1996 including any statutory modifications or re-enactment thereof for the time being in force:

'Record' includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by the Regulations:

'Regulations' means the regulations made by the SEBI Board;

'Security' means shares, debentures and such other security as may be specified by the SEBI Board from time to time.

(B). Dematerialisation of securities

Notwithstanding anything contained in these articles, the Company shall be entitled to dematerialize its securities in a dematerialised form, pursuant to the Depositories Act and the rules framed there under.

5(e) 'The shares in the capital shall be numbered progressively according to their several denominations, provided however, that the provisions relating to progressive numbering shall not apply to the shares of the Company which are dematerialised in future or issued in future in dematerialised form'.

5(f) 'The Company shall be entitled to dematerialize its existing shares, rematerialise its shares held in the Depositories and/or to offer its fresh shares, debentures and other securities, in a dematerialised form pursuant to the Depositories Act, 1996 and the rules framed there under, if any'.

(C). Option to receive security certificates or hold securities with Depository

- (1) Every person subscribing to the securities offered by the Company shall have the option to receive the security certificates or hold securities with a depository.
- (2) Where a person opts to hold a security with a Depository, the company shall intimate such depository the details of allotment of the security, and on receipt of such information the Depository

shall enter in its record the name of the allottee as the beneficial owner of the security.

(D). Securities in depositories to be in fungible form

- (1) All securities held by a Depository shall be dematerialised and shall be in fungible form.
- (2) Nothing contained in Section 89 of the Act shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners.
- (3) In case of transfer or transmission of shares or other marketable securities where the Company has not issued any certificates and where such shares or securities are being held in any electronic and fungible form, the provisions of the Depositories Act, 1996, shall apply*.

(E). Rights of Depositors and Beneficial Owners

- (1) Notwithstanding anything to the contrary contained in the Articles or in any other law for the time being in force, a Depository shall be deemed to be registered owner for the purpose of effecting transfer of ownership of security on behalf of a beneficial owner.
- (2) Save as otherwise provided in clause (1) above, the Depository as a registered owner shall not have any voting rights or any other rights in respect of securities held by it.
- (3) Every person holding securities of the Company and whose name is entered as beneficial owner in the records of the Depository shall be deemed to be the member of the Company. The beneficial owner shall be entitled to all the rights and benefits and be subjected to all the liabilities in respect of his securities held by a Depository.
- (4) Nothing contained in the foregoing Article shall apply to transfer of security effected by the transferor and the transferee both of whom are entered as Beneficial Owners in the records of Depository.

(F). Depository to furnish information

Every Depository shall furnish to the Company information about the transfer of securities in the name of the beneficial owners at such intervals and in such manner as may be specified by the bye-laws and the Company in this behalf.

(G). Option to opt out in respect of any such security

- (1) If a beneficial owner seeks to opt out of a Depository in respect of any security, he shall inform the Depository accordingly.
- (2) The Depository shall on receipt of such information make appropriate entries in its records and shall inform the Company.
- (3) The Company shall, within (30) days of the receipt of intimation from a Depository and fulfilment of such conditions and on payment of such fees as may be specified by the Regulations, issue the certificate of securities to the beneficial owner or the transferee, as the case may be.

(H). Section 56 of the Act not to apply

Notwithstanding anything to the contrary contained in the Articles:

- (1) Nothing contained in Section 56 of the Act shall apply to a transferor and the transferee both of whom are entered as beneficial owners in the records of a Depository.
- (I). Registers and Index of beneficial owners
 - (1) The Register and index of beneficial owners maintained by a Depository under Section 11 of the Depositories Act shall be deemed to be the Register and index of members for the purposes of the Act and these Articles.
 - (2) Except as ordered by a court of competent jurisdiction or by Law required, the Company shall be entitled to treat the person whose name appears on the Register of members as the holder of any

share or whose name appears as the beneficial owner of shares in the records of the Depository, as the absolute owner thereof and accordingly shall not be bound to recognise any benami, trust, or equity and equitable contingent or other claim to or interest in such share on the part of any other person, whether or not it shall have express or implied notice thereof.

- (3) The Company shall keep a Register and index of Members in accordance with all applicable provisions of the Companies Act, 2013 and the Depositories Act, 1996 with details of shares held in material and dematerialised forms in any media as may be permitted by Law including in any form of electronic media. The Company shall be entitled to keep in any State or Country outside India, a branch Register of members resident in that State or Country.
- (4) The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly particulars of every transfer or transmission of any share held in material form. The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered on the Register of Members in respect thereof.

8. DIVIDEND

DIVISION OF PROFITS

- a) The profits of the Company, subject to any special rights relating thereto created or authorized to be created by these Articles shall be divisible among the members in proportion to the amount of capital paid-up or credited as paid-up on the shares half by them respectively.

THE COMPANY IN GENERAL MEETING MAY DECLARE A DIVIDEND

- b) The Company in General Meeting may declare dividends to be paid to members according to their respective rights, but no dividends shall exceed the amount recommended by the Board, but the Company in General Meeting may declare a smaller dividend.

DIVIDENDS ONLY TO BE PAID OUT OF PROFITS

- c) No dividend shall be declared or paid otherwise than out of profits of the financial year arrived at after providing for depreciation in accordance with the provisions of Section 123 of the Act or out of the profit of the Company and remaining undistributed or out of both, provided that;
- d) If the Company has not provided for depreciation for any previous financial year or years, it shall, before declaring or paying a dividend for any financial year, provides for such depreciation out of the profits of the financial year or our of the profits of any other previous financial year or years;
- e) If the company has incurred any loss in any previous financial year or years, the amounts of the loss or an amount which is equal to the amount provided for depreciation for that year or those years whichever is less, shall be set off against the profits of the Company for the year for which the dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both case after providing for depreciation in accordance with the provisions of Section 123 of the Act or against both.

INTERIM DIVIDEND

- f) The Board may subject to provisions of the Act, from time to time, pay to the members, such interim dividend as in its judgment the position of the Company justifies.

CAPITAL PAID UP IN ADVANCE AT INTEREST NOT TO EARN DIVIDEND

- g) Where capital is paid in advance of call, such capital may carry

interest but shall not in respect thereof confer a right to dividend or participate in profits or voting rights.

DIVIDEND IN PROPORTION TO AMOUNT PAID-UP

- h) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend accordingly.

RETENTION OF DIVIDENDS UNTIL COMPLETION OF TRANSFER

- i) The Board may retain the dividends payable upon shares in respect of which any person is entitled to transfer, until such person shall become a member, in respect of such shares or shall duly transfer the same.

DIVIDEND ETC., TO JOINT HOLDERS

- j) Any one of several persons who are registered as the Joint-Holders of any share may give effectual receipts for all dividends or bonus or other moneys payable in respect of such shares.

NO MEMBER TO RECEIVE DIVIDEND WHILE INDEBTED TO THE COMPANY AND COMPANY'S RIGHT OF REIMBURSEMENT THEREOF

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

TRANSFER OF SHARES MUST BE REGISTERED

- l) A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

DIVIDEND HOW REMITTED

- m) Unless otherwise directed, any dividend may be paid by Cheque or warrant or by a pay slip or receipt having the force of a cheque or warrant sent through the post to the registered address of the member or person entitled or in case of joint holders to that one of them first named in Register in respect of the joint holders. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission; or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay slip or receipt or the fraudulent recovery of the dividend by any other means.

UNCLAIMED DIVIDEND

- n) Dividends unclaimed for one year after having been declared may be invested or otherwise issued by the Board for the benefit of the Company until claimed. All dividends unclaimed on becoming barred by law may be forfeited by the Directors for the benefit of the Company. The Directors may remit the forfeiture whenever then may think proper. No unclaimed dividend shall be forfeited before the claim thereto becomes barred by law.

NO INTEREST ON DIVIDENDS

- o) No unpaid dividend shall bear interest as against the Company.

TRANSFER TO SPECIAL BANK ACCOUNT

- p) The Company after having declared the dividend must transfer

the unpaid or unclaimed dividend, if any, to special account in a Dividend Account of DISA INDIA LIMITED within 7 days after the expiry of 30 days commencing from the date of declaration of dividend.

TRANSFER TO GENERAL REVENUE ACCOUNT

q) If any dividend remains unpaid or unclaimed for a period of seven years after the amount is transferred to the special bank Account, the amount remaining in the special bank Account will have to be transferred to the General Revenue Account of the Central Government, containing the details of the shareholders who have not been paid the dividend and the amount of dividend unclaimed.

DIVIDEND AND CALL TOGETHER

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

9. CAPITALIZATION OF RESERVE

a) The Company in General Meeting, may upon the recommendation of the Board, resolve:

- i. That it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- ii. That such sum be accordingly set free for the distribution in the manner specified in Section (2) amongst the members who have been entitled thereto, if distributed by way of dividend and in the same proportions.

b) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in Section (3), either in or towards:

- i. Paying up any amounts for the time being unpaid on any shares held by such members respectively
- ii. Paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportion aforesaid or
- iii. Partly in the way specified in sub Section (a) and partly in that specified in sub Section

c) A share premium account and a capital redemption reserve account may for the purpose of this regulation, only be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares.

d) The Board shall give effect to the resolution passed by the company in pursuance of this article.

10. NUMBER OF DIRECTORS

There shall be a minimum of 3 and maximum of 15 Directors including all kinds of Directors but excluding nominee Directors of the financial institutions.

11. APPOINTMENT AND TENURE OF DIRECTORS

a) The first Directors of the Company are:

1. Mr. Bhalchandra Purushottam Vaidya
2. Mr. Vilas Karnik

3. Mr. Arvind Hejmadi

b) The Directors shall cease to be Directors in case of death, resignation or removal as per the Act or disqualification or withdrawal of nomination by the nominating authority.

c) The Board may appoint additional Directors in accordance with the provisions of Section 161(1) of the Companies Act for the benefit of the Company in general, and in particular, when there is no quorum at the Board Meeting, and such meeting has to be conducted without adjournment.

d) The Board may appoint Alternate Directors as and when required subject to the provisions of Section 161(2) of the Companies Act.

e) Nominee Director

i. Notwithstanding anything contained in sub-article (1) and (2) hereof, financial institutions or banks who have granted long term loans to the Company may appoint Nominee Directors, during the period of their loans remaining unpaid, subject to the provisions of Section 25 of the Industrial Finance Corporation Act, 1948 and Section 27 of the Finance Corporation Act, 1951, as the case may be, or such agreement or arrangement, as has been mutually agreed upon.

ii. The Nominee Directors so appointed shall not retire by rotation.

iii. The Nominee Directors shall have the same rights and privileges in respect of voting rights at the Board Meetings, payment of sitting fee and reimbursement of travelling expenses in the same manner as admissible to other directors.

12. QUALIFICATION OF DIRECTORS

a) Director shall be required to hold qualification shares.

13. SITTING FEE AND COMMISSION

a) The Company may pay sitting fees to any Director for attending the Board, Committee or General Meetings of the Company as may be decided by the Board of Directors from time to time. Subject to the requisite approvals, the Directors may be paid commission on profits also.

b) The Directors may however be paid all travelling, hotel and other expenses properly incurred by them:

i. In attending and returning from Meetings of the Board or any committee thereof or General Meeting of the Company; or

ii. In connection with the activities of the Company.

14. APPOINTMENT OF MANAGING/WHOLE TIME DIRECTOR

a) The Board may appoint one or more of its body to the office of the Managing Director or Whole Time Director by whatsoever designation on such terms and conditions, including remuneration and privileges, as may be thought proper.

b) The Board may vest in such appointee(s) such powers and discretion as may be deemed necessary and expedient.

c) Notwithstanding anything contained herein, the Board shall have power to revoke such appointments before expiry of their tenure in the best interest of the Company and such revocation shall not be deemed to be removal within the meaning of Section 284 of the Act.

15. POWERS OF THE BOARD

Without prejudice to the general powers conferred on the Board

by the Act and the Articles of Association of the Company, the Board shall have the following powers:

- a) to borrow, with or without security, from any source, without any restrictions as to ceiling, however, subject to the provisions of the Act;.
- b) to make loans or lend money to anyone with security and interest as may be deemed appropriate to achieve the objectives of the Company;
- c) to invest the funds of the Company in any manner as may be deemed appropriate to achieve the objectives of the Company;
- d) to give guarantee or provide any security for any amount, with or without consideration;
- e) to draw, make, accept, negotiate, endorse, discount, assign, execute, issue, buy or sell, promissory notes, bills of exchange, bills of lading and other negotiable instruments;
- f) to make donations in any form, statutorily required or otherwise for the purpose of contribution to:
 - (i) financial health of the Company; or
 - (2) welfare of the members and the employees of the Company (and their families) present or past;
- g) to remit or give time for the payment, any debt due by a Director, customer or buyer or an employee;
- h) to write off any bad debts;
- i) to pay preliminary expenses, including those of any Company promoted by the Company;
- j) to adopt, execute any or all the pre-incorporation contracts;
- k) to delegate any or all the powers contained herein to any functional Directors, with an authority for further sub-delegation;
- l) to purchase any property movable or immovable in India,
- m) to appoint an attorney(ies) of the Company, with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board) as may be deemed proper and to revoke such appointments;
- n) to frame rules where required by the provisions of these Articles; and
- o) Generally to do all deeds and things as the expedience of the business warrants.

16. POWERS OF THE CHAIRMAN

- a) The Chairman shall preside over every Board Meeting and General Meeting.
- b) In the event of equality of votes, the Chairman shall have a casting vote, in addition to his own vote as a Director or a member as the case may be.
- c) The Chairman may adjourn Board Meeting or a General Meeting or a Meeting of any Committee, as he may deem proper, if and when;
 - i. a quorum is not present within 15 minutes from the time appointed for holding the meeting;
 - ii. a poll is demanded;
 - iii. a member raises a point of order (strictly confined to incorrect procedure, irrelevancy and unparliamentary language or transgressing the provisions of Articles of Association of the Company);

- d) The Chairman may at his discretion close a debate of motion by the member if he is satisfied that such debate serves no useful and constructive purpose.

17. AUTHORITY TO CALL BOARD MEETINGS

- a) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- b) A Director may, and the Manager or Secretary on the requisition of a Director shall, at any time, summon a Meeting of the Board.

18. MEETINGS

- (1) The Company shall adhere to the Secretarial Standards issued from time to time by the Institute of Company Secretaries of India relating to Board and General Meetings if so directed by the Central Government.
- (2) The Board and General Meetings of the Company can be convened through video conference as per the Act.

19. QUORUM

- a) Five members present in person at the General Meeting shall be the quorum for such a Meeting of the Company.
- b) Two Directors or one third of the total number of Directors as on the date whichever is higher shall be the quorum for the Meetings of the Board/Committee.
- c) If at the adjourned General Meeting a quorum is not present within half-an-hour from the time appointed for holding the meeting, the members present shall be a quorum.

20. PERIOD OF NOTICE FOR CALLING GENERAL MEETING

- a) A written notice of not less than 21 (Twenty one) days shall, for every General Meeting, be given to the members to their addresses recorded in the Register of Members or through electronic mode. However, the General Meeting may be convened by giving shorter notice with the consent of the Shareholders as per the provisions of the Act.
- b) The period of notice, provided in the foregoing sub-article, shall include the day of posting and delivery of a notice and the day of holding the meeting, and the 48 hours time of postal transit.
- c) A notice, in pursuance of sub-article (a) shall be required to be given for every adjourned Meeting of the Company.

21. CONTENTS OF NOTICE AND PERSONS TO WHOM IT IS TO BE SERVED

- a) Every notice of a General Meeting shall specify the place, the day, and the time of the meeting and the agenda of business to be transacted thereat.
- b) Notice of every General Meeting shall be served on the members of the Company, who are entitled to vote thereat, and the Auditors of the Company, in case of the Annual General Meeting.

22. ACCOUNTS

- a) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the account and books of the Company or any of them shall be open to the inspection of members (not being Directors).
- b) No member (not being a Director) shall have any rights of inspection any accounts or books of accounts of the Company except as conferred by the law or authorised by the Board or

by the Company in General Meeting.

- c) The Directors shall in all respects comply with the provisions of Sections 128,129,133,134, 135 and 136 of the Act and the Statement of Profit and Loss , Balance Sheet and Auditors Report and every other documents required by law to be annexed or attached, as the case may be, to the Balance Sheet shall be sent to every member of the Company at least 21 days before the date of the General Meeting of the Company at which they are to be laid.

23. AUDIT

- a) The Auditors of the Company shall be appointed as per the Act.
- b) Every account of the Company when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected, and thenceforth shall be conclusive.

24. CONVERSION OF SHARES INTO STOCK AND RECONVERSION

- a) The Company in General Meeting may convert any paid up Shares into stock; and when any Shares shall have been converted into stock, the several holders of such stock may thenceforth transfer their respective interest therein, or any part of such interest, in the same manner and subject to the same regulations as and subject to which shares which the stock arise might have been transferred, if no such conversion had taken place, or as near thereto as circumstances will admit. The Company may at any time reconvert any Stock into paid up shares of any denomination.
- b) The holders of Stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regard dividends voting at meetings of the Company, and other matters, as if they held the shares from which the Stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding-up) shall be conferred by an amount of Stock which would not, if existing in Shares have conferred that privilege or advantage.

25. VOTES OF MEMBERS

- a) No member shall be entitled to vote either personally, or by proxy at any General Meeting or meeting of a class of Shareholders either upon a show of hands or upon a poll in respect of any Shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised, any right of lien.
- b) Subject to the provisions of these Articles and without prejudice to any special privileges or restriction as to voting for the time being attached to any class of Shares for the time being forming part of the Capital of the Company, every Member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and vote at such Meeting, and on a show of hands every member present in person shall have one vote and upon a poll the voting right of every member present in person or by proxy shall be in proportion to his share of the paid-up Equity Share Capital of the Company. Provided, however, if any Preference Shareholder be present at any Meeting of the Company, save as provided in Section 47, he shall have a right to vote only on resolutions placed before the Meeting which directly affect the right attached to his Preference Shares.

- c) On a poll taken at a Meeting of the Company, a Member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

- d) A Member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian ;and any such committee or guardian may on a poll vote by proxy; if any Member be minor, the vote in respect of his share or shares shall be by his guardian, or any of his guardians, if more than one, to be elected in case of dispute by the Chairman of the meeting.

- e) If there be joint registered holders of any share, any one of such persons may vote at any Meeting or may appoint another person (whether a Member or not) as his proxy in respect of such Shares, as if he were solely entitled thereto but the proxy so appointed 'shall not have any right to speak at the Meeting and, if more than one of such joint - holders be present at any Meeting that one of the said persons so present whose name stands higher on the Register shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint-holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name shares stand shall for the purpose of those Articles be deemed joint-holders thereof.

- f) Subject to the provisions of these Articles votes may be given either personally or by proxy. A body corporate being a member may vote either by a proxy or by a representative duly authorised in accordance with the provisions of Section 113 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were an individual Member.

- g) Any person entitled to transfer any Shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such Shares provided that forty eight hours at least 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 transfer such Shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.

- h) Every proxy (whether a Member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a corporation under the common seal of such corporation, or be signed by an Officer or an Attorney duly authorised by it, and any Committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the Meetings.

- i) An instrument of proxy may appoint a proxy either for the purposes of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purposes of every meeting of the Company, or of every Meeting to be held before a date specified in the instrument and every adjournment of any such Meeting.

- j) No member present only by proxy shall be entitled to vote on a show of hands, unless such Member is a body corporate present by a proxy who is not himself a Member, in which case such proxy shall have a vote on the show of hands as if he were a Member.

- k) The instrument appointing a proxy and the Power of Attorney

or other authority (if any), under which it is signed or a notari ally certified copy of that power or authority, shall be deposited at the office not later than forty-eight hours before the time for holding the Meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

- i) Every instrument of proxy whether for a specified Meeting or otherwise shall, as nearly as circumstances will admit, be in any of the forms set out in Schedule IX of the Act.
- m) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy or of any Power of Attorney under which such proxy was signed, or the transfer of the Shares in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the office before the Meeting.
- n) No objection shall be made to the validity of any vote except at the Meeting or poll at which such vote shall be tendered, and every vote whether given personally or by proxy not disallowed at such Meeting or poll shall be deemed valid for all purposes of such Meeting or poll whatsoever.
- o) The Chairman of any Meeting shall be the sole judge of the validity of every vote tendered at such Meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
 - i. The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such Meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.
 - ii. Each page of every such book shall be initialed or signed and the last page of the record or proceedings of each Meeting in such book shall be dated and signed by the Chairman of the same Meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.
 - iii. In no case the Minutes of proceedings of a Meeting shall be attached to any such book as aforesaid by pasting or otherwise.
 - iv. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
 - v. All appointments of Officers made at any Meeting aforesaid shall be included in the Minutes of Meeting.
 - vi. Nothing herein contained shall require or be deemed to require the inclusion in any such Minutes of any matter which in the opinion of the Chairman of the Meeting
 - a. is or could reasonably be regarded as, defamatory of any person, or
 - b. is irrelevant or immaterial to the proceedings, or
 - c. is detrimental to the interest of the Company. The Chairman of the Meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.
 - vii. Any such minutes shall be evidence of the proceedings recorded therein.

viii. The book containing the Minutes of proceedings of General Meetings shall be kept at the Registered Office of the Company and shall be open during business hours, for such periods not being less in the aggregate than two hours in each day as the Directors determine, to the inspection of any Member without any charge.

26. BUY BACK OF SHARES

The Company may purchase its own securities in accordance with the provisions contained in Sections 68 to 70 of the Act and the rules made there under in pursuance of the guidelines issued by the Central Government.

27. FORFEITURE OF SHARES

- a) If any Member fails to pay any call or installment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter, during such time as the call or installment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
- b) The notice shall name a day (not being less than fourteen days from the date of notice) and a place or places on and at which such calls or installment and such interest thereon at such rate as the Directors shall determine from the day on which such call or installment ought to have been paid and the expenses as aforesaid are to be paid. The notice shall also state that, in the event of the non-payment at or before the time and at the place appointed, the Shares in respect of which the call was made or installment is payable, will be liable to be forfeited.
- c) If the requirements of any such notice as aforesaid shall not be complied with, every or any Share in respect of which such notice has been given, may at any time thereafter before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by a Resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.
- d) When any Share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.
- e) Any Share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed off, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.
- f) Any Member whose Shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, installments, interest and expenses owing upon or in respect of such Shares at the time of forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate not exceeding 9 percent per annum as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.
- g) The forfeiture of a Share shall involve extinction, at the time of the forfeiture, of all the interest in and all claims and demands against the Company, in respect of the share and all

other rights incidental to the share, except only such of these rights as by these Articles are expressly saved.

- h) A declaration in writing that the declarant Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles 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.
- i) Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the Shares sold and cause the purchaser's name to be entered in the Register in respect of the Shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the Register in respect of such Shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
- j) Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the Certificate or certificates originally issued in respect of the relative Shares shall unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member stand cancelled and become null and void and of no effect, and the Director shall be entitled to issue a new Certificate or Certificates in respect of the said Shares to the person or persons entitled thereto.
- k) The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed off, annul the forfeiture thereof upon such conditions as it thinks fit.

28. CALLS

- a) The Board may, from time to time, subject to the terms on which any Shares may have been issued and subject to the conditions of allotment, by a Resolution passed at a Meeting of the Board (and not by circular resolution) make such call as it thinks fit upon the Members in respect of all moneys unpaid on the Shares held by them respectively and each Member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board. A call may be made by installments.
- b) Not less than thirty days, notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.
- c) A call shall be deemed to have been made at the time when the Resolution authorizing such call was passed at a Meeting of the Board.
- d) A call may be revoked or postponed at the discretion of the Board.
- e) The joint-holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
- f) The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the Members who from residence at a distance or other cause, the Board may deem fairly entitled to such extension but no Member shall be entitled to such extension save as a matter of grace and favour.
- g) 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 not exceeding 9 percent per annum but nothing

in this Article shall render it obligatory on the Board to demand or recover any interest from any such Member. And sum, which by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same become payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

- h) On the trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the Company in respect of his Shares, it shall be sufficient to prove that the name of Member in respect of whose Shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequently to the date at which the money sought to be recovered is alleged to have become due on the shares in respect of which such money is sought to be recovered; that the resolution making the call is duly recorded in the Minute Book; and that notice of such call was duly given to the Member or his representatives issued in pursuance of these Articles; and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive of the debt.
- i) Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.
 - j) (a) The Board may, if it thinks fit, agree to and receive from any Member willing to advance to the same, all or any part of the amounts of his Shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the Shares on account of which such advances are made, the Board may pay or allow interest at such rate (not exceeding without the sanction of the Company in General Meeting 9 percent per annum) as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three month's notice in writing provided that moneys paid in advance of calls shall not confer a right to dividend or to participate in profits.
 - (b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payments become presently payable.
- k) The Company shall have a lien on every share (not being a fully paid share) for all moneys called or payable at a fixed time in respect of that share; but the Company shall have no general lien on such partly paid up shares. The Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article.
- l) For the purpose of enforcing such lien the Board may sell the

share subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their number to execute a transfer thereof on behalf of and in the same of such Member. No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member or its representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.

- m) The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale.

29. DOCUMENT AND NOTICES

- a) i. A document or notice may be served or given by the Company on or to any Member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him.
- ii. Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a Member has intimated to the Company in advance that documents or notices should be sent to him under a Certificate of Posting or by Registered Post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so; service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the Member and such service shall be deemed to have been effected in the case of a Notice of a meeting at the expiration of forty eight hours after the letter containing the document or notice is posted and in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- iii. Notwithstanding anything in Sub-Clauses (1) and (2) hereof, all documents, notices, offers and communications to be sent to foreign members shall, in addition to posting as aforesaid, be dispatched by telegram and/or telex provided that the foreign shareholder shall agree to pay the cost of the transmission by telegram and/or telex.
- b) A document or notice advertised in a newspaper circulating in neighborhood of the Office shall be deemed to be duly served or sent on the day on which the advertisement appears to every Member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on or the sending of notices to him.
- c) A document or notice may be served or given by the Company on or to the joint-holder named first in the Register of Members in respect of the Share.
- d) A document or notice may be served or given by the Company on or to the persons entitled to a Share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any), in India supplied for the purpose by the persons claiming to be so entitled, or

(until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

- e) Documents or notices of every General Meeting shall be served or given in same manner hereinafter authorised on or to
- (a) every Member
- (b) every person entitled to a share in consequence of the death or insolvency of a Member, and
- (c) the Auditors for the time being of the Company.
- f) Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every document or notice in respect of such share, which previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such share.
- g) Any document or notice to be served or given by the Company may be signed by a Director or the Secretary or some other person duly authorised by the Board of Directors for such purpose and the signature thereto may be written, printed or lithographed.
- h) All documents or notices to be served or given by Members on or to the Company or any officer thereof shall be served or given by sending it to the Company or officer at the office by post under a certificate of posting or by registered post, or by leaving it at the office.

30. UNDERWRITING AND BROKERAGE

- a) Subject to the provisions of Section 40 of the Act the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any Shares or debentures in the Company, or procuring, or agreeing to procure subscriptions (whether absolute or conditional) for any Shares or debentures in the Company; but so that the commission shall not exceed in the case of Shares five percent of the price at which the Shares are issued and in the case of debentures two and a half percent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid Shares or partly in one way and partly in the other.
- b) The Company may authorize the payment of any sum by way of brokerage which it may deem reasonable.

31. SHARE WARRANTS

- a) The Company may issue Share Warrants subject to and in accordance with provisions of Sections 114 and 115; and accordingly the Board may in its discretion, with respect to any Share which is fully paid up, on application in writing signed by the persons registered as holder of the Share, and authenticated by such evidence (if any) as the Board may, from time to time, require as to the identity of the person signing the application, and on receiving the certificate (if any) of the Share and the amount of stamp duty on the warrant and such fee as the Board may from time to time require, issue a Share Warrant.
- b) (1) The bearer of a Share Warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending, and voting and exercising the other privileges of a Member at any Meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the share included in the deposited warrant.

(2) Not more than one person shall be recognized as depositor of the Share warrant.

(3) The Company shall, on two days' written notice, return the deposited Share warrant to the depositor.

c) (1) Subject as herein otherwise expressly provided no person shall as bearer of a Share Warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privileges of a member at a meeting of the Company, or be entitled to receive any notice from the Company.

(2) The bearer of a Share warrant shall be entitled in all other respect to the same privileges and advantages as if he Were named in the Register of Members as the holder of Shares included in the warrant, and he shall be a Member of the Company.

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

32. THE SECRETARY

The Board shall in accordance with the provisions of Companies Act appoint a Secretary.

33. COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every Member at his request within seven days of the request on payment of the sum of Rupee one for each copy.

34. WINDING UP

The Liquidator on any winding-up (whether voluntary, under supervision, or compulsory) may, with the sanction of a Special Resolution, but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the Company and may with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction shall think fit.

35. NDEMNITY AND RESPONSIBILITY

Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against all liability

incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under Section 463 of the Act in which relief is granted to him by the Court.

36. SECRECY CLAUSE

a) Every Director, Manager, Auditor, Treasurer Trustee, member of a Committee, officer, servant, agent, accountant or other person employed in the business of the Company shall if so required by the Directors before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to 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 Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

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

37. COMMON SEAL

The Common Seal of the Company shall be affixed to any instrument (if such affixing has been authorised by a resolution of the Board or of a Committee of the Board) in the presence of one Director or the Company Secretary of the Company or such other person duly authorised by the Board, if any, and such Director or the Secretary or the said authorised person shall sign every instrument to which the Common Seal of the Company is so affixed in his presence.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, any Director of the Company be and is hereby authorized, on behalf of the Company, to do all acts, deeds, matters and things as may be necessary, proper or desirable and to sign and execute all necessary documents, applications and returns for the purpose of giving effect to the aforesaid Resolution along with filing of necessary E-forms with the Registrar of Companies."

10. Approval for 'Material Related Party Transactions' for the Financial Year 2016-17 with DISA Industries A/S

To consider and if thought fit, to pass, the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to Regulation 23 of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015 and provisions of Section 188 and other applicable provisions, if any, of the companies act 2013 (including any amendments there to or reenactment thereof), approval of the Company be and is hereby accorded to material related party transactions amounting to Rs. 294 Million entered by the company in the ordinary course of business with DISA Industries A/S for the year 2016-17".

11. Approval of 'Material Related Party Transactions' in each Financial Year with DISA Industries A/S:

To consider and if thought fit, to pass, the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to Regulation 23 of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation 2015 and provisions of Section 188 and other applicable provisions, if any, of the Companies Act, 2013, (including any amendment thereto or re-enactment thereof) approval of the Company be and is hereby accorded to the Board of Directors for entering into contracts/arrangements/transactions with DISA Industries A/S, a 'Related Party' as defined under Section 2(76) of the Companies Act, 2013 and LODR Regulations for purchase, sale, transfer or receipt of products, goods, materials, resources, services, royalty, commission or other obligations, if any, on such terms and conditions as may be mutually agreed upon between the Company and DISA Industries A/S, for an amount not exceeding in aggregate Rs.755 Million (Rupees Seven Hundred Fifty Five Million only) in each Financial Year.

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorized to do or cause to be done all such acts, deeds and things, settle any queries, difficulties, doubts that may arise with regard to any transactions with the related party, finalize the terms and conditions as may be necessary, expedient or desirable and execute such agreements, documents and writings and to make such filings as may be necessary or desirable, in order to give effect to this Resolution in the best interest of the Company."

12. Approval of 'Material Related Party Transactions' in each Financial Year with DISA (Changzhou) Machinery Co., China:

To consider and if thought fit, to pass, the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to Regulation 23 of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation 2015 and provisions of Section 188 and other applicable provisions, if any, of the Companies Act, 2013, (including any amendment thereto or re-enactment thereof) approval of the Company be and is hereby accorded to the Board of Directors for entering into contracts/arrangements/transactions with DISA (Changzhou) Machinery Co., China, a 'Related Party' as defined under section 2(76) of the Companies Act, 2013 and LODR Regulations for purchase, sale, transfer or receipt of products, goods, materials, resources, services, royalty, commission or other obligations, if any, on such terms and conditions as may be mutually agreed upon between the Company and DISA (Changzhou) Machinery Co., China, for an amount not exceeding in aggregate Rs.200 Million (Rupees Two Hundred Million only) in each Financial Year".

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorized to do or cause to be done all such acts, deeds and things, settle any queries, difficulties, doubts that may arise with regard to any transactions with the related party, finalize the terms and conditions as may be necessary, expedient or desirable and execute such agreements, documents and writings and to make such filings as may be necessary or desirable, in order to give effect to this Resolution in the best interest of the Company."

13. Approval of 'Material Related Party Transactions' in each Financial Year with Wheelabrator Czech s.r.o.:

To consider and if thought fit, to pass, the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to Regulation 23 of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation 2015 and provisions of Section 188 and other applicable provisions, if any, of the Companies Act, 2013, (including any amendment thereto or re-enactment thereof) approval of the Company be and is hereby accorded to the Board of Directors for entering into contracts/arrangements/transactions with Wheelabrator Czech s.r.o., a 'Related Party' as defined under section 2(76) of the Companies Act, 2013 and LODR Regulations for purchase, sale, transfer or receipt of products, goods, materials, resources, services, royalty, commission or other obligations, if any, on such terms and conditions as may be mutually agreed upon between the Company and Wheelabrator Czech s.r.o., for an amount not exceeding in aggregate Rs.200 Million (Rupees Two Hundred Million only) in each Financial Year.

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorized to do or cause to be done all such acts, deeds and things, settle any queries, difficulties, doubts that may arise with regard to any transactions with the related party, finalize the terms and conditions as may be necessary, expedient or desirable and execute such agreements, documents and writings and to make such filings as may be necessary or desirable, in order to give effect to this Resolution in the best interest of the Company."

By Order of the Board of Directors

For DISA India Limited

Date: June, 21, 2017
Place: Bangalore

G Prasanna Bairy
Company Secretary
ACS No. : 35584

NOTES:

1. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote on a poll instead of himself/herself and such proxy need not be a member. Proxies, in order to be effective, must be received by the Company not less than forty-eight (48) hours before the meeting.

A person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not more than 10% of the total share capital of the Company carrying voting rights. If a person is proposed to be appointed as a proxy for a member holding more than 10% of the total share capital of the Company, such person shall not act as proxy for any other person or shareholder.
2. The Register of Members, Register of Beneficial Owners and the Share Transfer books of the Company will remain closed from Aug 3, 2017 to August 11, 2017 (both days inclusive).
3. The Explanatory Statement pursuant to Section 102 of the Companies Act, 2013, which sets out details relating to Special Business at the meeting, is annexed hereto.
4. The Shares of the Company are now traded compulsorily in dematerialized form as per the directions of the Stock Exchange. Accordingly, members who have not opted for dematerialization of shares are once again reminded to take steps to dematerialize their holdings.
5. Members are requested to communicate the changes, if any, in their addresses to the Company's Registrar and Share Transfer Agents, Integrated Registry Management Services Private Limited [Formerly known as Integrated Enterprises (India) Ltd.], 30, Ramana Residency, IV Cross, Sampige Road, Malleswaram, Bangalore-560 003.
6. Subject to the provisions of Section 123 of the Companies Act, 2013, Dividend as recommended by the Board of Directors, if declared at the Annual General Meeting will be disbursed on or before September 10, 2017 to those members whose name appear on the Register of Members as on August 2, 2017 and to the Beneficial Owners of shares as on August 11, 2017 as per details furnished by the depositories for this purpose.
7. As per Section 124 of the Companies Act, 2013, the amount of Dividend remaining unpaid or unclaimed within 30 days from the date of declaration shall be transferred to 'unpaid dividend account' of the Company. Amount transferred to 'unpaid dividend account', which remains unpaid or unclaimed for a period of seven years from the date of transfer, is required to be transferred to the Investor Education and Protection Fund of the Central Government. Similarly, all the shares in respect of which dividend has not been paid or claimed for seven consecutive years or more shall be transferred to the Investor Education and Protection Fund.
8. In view of the above, members who have not so far encashed the Dividend warrant(s) for any of the dividends declared earlier, are requested to make their claims to the Company immediately. Please note that as per Section 125 of the Companies Act, 2013, no claim shall lie against the Company, in respect of individual amounts which remain unclaimed or unpaid for a period of seven years from the date of payment and no payment shall be made in respect of any such claims by the Company. Any such claims shall be lodged with the Fund as above.
9. Shareholders are requested to utilize ECS facility to enable direct transfer of dividends to their bank accounts.
10. The Securities and Exchange Board of India (SEBI) has mandated the submission of Permanent Account Number (PAN) by every participant in securities market. Members holding shares in electronic

form are, therefore, requested to submit the PAN to their Depository Participants with whom they are maintaining their demat accounts. Members holding shares in physical form may submit their PAN details to the Company.

11. Annual Report for the financial year 2016-17 along with Notice of the 32nd Annual General Meeting of the Company inter alia indicating the process and manner of e-Voting along with Attendance Slip and Proxy Form will be sent through electronic mode to the members whose email IDs are registered with the Company/Depository Participant(s) for communication purposes unless any member has requested for a hard copy of the same.

Physical copy of the Annual Report along with the aforesaid documents will be sent by the permitted mode to those members whose email IDs are not registered with the Company/Depository Participants.

Members may also note that the aforesaid documents may also be downloaded from the Company's website under the Investor Relations Section at <https://www.disagroup.com/en-in>.

The physical copies of the aforesaid documents will also be available at the Company's Registered Office in Bangalore for inspection during normal business hours (10.00am to 12.00 noon) all working days (except Saturdays) up to the date of the Annual General Meeting. Even after registering for e-communication, members are entitled to receive such communication in physical form free of cost, upon making a request for the same. For any communication, the shareholders may also send requests to the Company's investor relations email ID: investor.relations@noricangroup.com.

Members seeking clarifications on the Annual Report are requested to send in return queries to the Company at least one week before the date of meeting. This would enable the Company to compile the information and provide replies at the meeting.

12. Voting Through Electronic Means:

In compliance with the provisions of Section 108 and other applicable provisions, if any, of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Amendment Rules, 2015 and Regulation 44 of the LODR Regulations, 2015, the Company is pleased to provide members facility to exercise their right to vote at the 32nd Annual General Meeting (AGM) by electronic means and the business may be transacted through e-Voting Services provided by Central Depository Services (India) Limited (CDSL). The instructions for shareholders voting electronically are as under:

The instructions for shareholders voting electronically are as under:

- (i) The voting period begins on August 8, 2017 (9.00 AM IST) and ends on August 10, 2017 (5.00 PM IST). During this period shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date (record date) of August 4, 2017 may cast their votes electronically. The e-Voting module shall be disabled by CDSL for voting thereafter.
- (ii) The shareholders should log on to the e-voting website www.evotingindia.com.
- (iii) Click on Shareholders.
- (iv) Now Enter your User ID
 - a. For CDSL: 16 digits beneficiary ID,

- b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
c. Members holding shares in Physical Form should enter Folio Number registered with the Company.
- (v) Next enter the Image Verification as displayed and Click on Login.
- (vi) If you are holding shares in demat form and had logged on to www.evotingindia.com and voted on an earlier voting of any company, then your existing password is to be used.
- (vii) If you are a first time user follow the steps given below:

For Members holding shares in Demat Form and Physical Form	
PAN	Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders)
	<ul style="list-style-type: none"> Members who have not updated their PAN with the Company/Depository Participant are requested to use the first two letters of their name and the 8 digits of the sequence number in the PAN field. In case the sequence number is less than 8 digits enter the applicable number of 0's before the number after the first two characters of the name in CAPITAL letters. Eg. If your name is Ramesh Kumar with sequence number 1 then enter RA00000001 in the PAN field.
Dividend Bank Details or Date of Birth (DOB)	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the company records in order to login. <ul style="list-style-type: none"> If both the details are not recorded with the depository or company please enter the member id / folio number in the Dividend Bank details field as mentioned in instruction (iv).

- (viii) After entering these details appropriately, click on "SUBMIT" tab.
- (ix) Members holding shares in physical form will then directly reach the Company selection screen. However, members holding shares in demat form will now reach 'Password Creation' menu wherein they are required to mandatorily enter their login and password in the new password field. Kindly note that this password is to be also used by the demat account holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-Voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (x) For Members holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (xi) Click on the EVSN for the relevant DISA India Limited on which you choose to vote.
- (xii) Click on the "RESOLUTIONS FILE LINK" if you wish to view the entire Resolution details.
- (xiii) On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" is available for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
- (xiv) After selecting the resolution you have decided to vote on, click on

"SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.

- (xv) Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.
- (xvi) You can also take a print of the votes cast by clicking on "Click here to print" option on the Voting page.
- (xvii) If a demat account holder has forgotten the login password then enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
- (xviii) Shareholders can also cast their vote using CDSL's mobile app m-Voting available for android based mobiles. The m-Voting app can be downloaded from Google Play Store. Please follow the instructions as prompted by the mobile app while voting on your mobile.
- (xix) Note for Non – Individual Shareholders and Custodians
- Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to www.evotingindia.com and register themselves as Corporates.
 - A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cdslindia.com.
 - After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
 - The list of accounts linked in the login should be mailed to helpdesk.evoting@cdslindia.com and on approval of the accounts they would be able to cast their vote.
 - A scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
- (xx) In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions ("FAQs") and e-voting manual available at www.evotingindia.com, under help section or write an email to helpdesk.evoting@cdslindia.com.

Other instructions:

- (i) The voting rights of shareholders shall be in proportion to their shares of the paid up equity share capital of the Company as on the cut-off date of August 4, 2017.
- (ii) The Board of Directors has appointed Mr. Vijayakrishna K T, Practising Company Secretary, (Membership No. FCS 1788) as the Scrutinizer to scrutinize the e-voting process in a fair and transparent manner. Mr. Vijayakrishna K T has conveyed to the Company his willingness to act as such.
- (iii) The Scrutinizer shall within 48 hours of the conclusion of the e-voting period unblock the votes in the presence of at least two witnesses not in the employment of the Company and make a Scrutinizer's Report of the votes cast in favour or against, if any, forthwith to the Chairman or designated Director or KMP of the Company.

- (iv) The Results shall be declared within 48 hours of the conclusion of the AGM. The Results declared along with the Scrutinizer's Report shall be placed on the Company's website <https://www.disagroup.com/en-in/investor-relations> and on the website of CDSL within 48 hours of passing of the Resolutions at the AGM of the Company and communicated to the Stock Exchange, where the equity shares of the Company is listed.
- (v) Further, members may note the following:
- Remote e-voting shall not be allowed beyond the said date and time.
 - The Company is providing facility to vote on a poll to the members present at the meeting.
 - The members who have cast their vote by remote e-voting may also attend the Meeting but shall not be entitled to cast their vote again.
 - A person whose name is recorded in the register of beneficial owners maintained by the depositories as on the cut-off date only shall be entitled to avail the facility of remote e-voting or voting in the General Meeting.
 - All documents referred to in the accompanying Notice and the Explanatory Statement shall be open for inspection at the Registered Office of the Company during normal hours (10.00 am to 12.00 noon) on all working days(except Saturdays), up to and including the date of the Annual General Meeting of the Company.

13. BRIEF RESUME AND OTHER INFORMATION IN RESPECT OF DIRECTORS SEEKING RE-APPOINTMENT AT THE ANNUAL GENERAL MEETING AS REQUIRED UNDER REGULATION 36 OF THE SEBI (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS 2015;

Agenda Item - 2

Appointment of Mr. Andrew Thomas Carmichael, retiring by rotation

Name: Andrew Thomas Carmichael

Age : 54 years

Qualification: Engineering degree from Loughborough University, England

Expertise: 26 years work experience in Wheelabrator Group in a variety of senior management roles. Extensive experience in the surface preparation industry.

Group Company Directorships/Positions:

Name of the Company	Position
DISA Machinery Ltd. (China),	Director
DISA Industries s.r.o. (Czech Republic),	Director
Matrasur Composites,	Director General

Committee Memberships:

DISA India Limited

Name of the Committee	Position
Nomination & Remuneration Committee	Member
Audit Committee	Member
Corporate Social Responsibility Committee	Chairman

Shareholding: NIL

Agenda Item - 6 & 7

Appointment of Mr. Lokesh Saxena (DIN: 07823712) as Managing Director of the Company:

Name: Mr. Lokesh Saxena

Age : 47 years

Qualification: Bachelor of Engineering from MITS, Gwalior and MBA in marketing.

Expertise: 22 years work experience in Automotive and Industrial businesses. Before joining DISA India Limited, he has worked for SKF India Limited for 15 years in various business positions, lastly being Vice President for Industrial Business & Services. Prior to SKF India Limited, he has worked for 6 years with Bosch Limited in the sales function.

Company Directorships/Positions: NIL

Committee Memberships in DISA India Limited:

Name of the Committee	Position
Stakeholders' Relationship Committee	Member
Corporate Social Responsibility Committee	Member

Shareholding: NIL

By Order of the Board of Directors

For DISA India Limited

Date: June, 21, 2017

Place: Bangalore

G Prasanna Bairy

Company Secretary

ACS No. : 35584

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

Item No.5 – Ratification of remuneration payable to the Cost Auditors.

In terms of Section 148 of the Companies Act, 2013 ('the Act') and the Rules made thereunder, the Company is required to maintain Cost Audit records and to have the same audited by a Cost Auditor. Further, Rule 14 of Companies (Audit and Auditors) Rules 2014, requires that the remuneration payable to the Cost Auditor shall be ratified by the shareholders.

Based on the recommendation of the Audit Committee, the Board of Directors at its meeting held on August 12, 2016, had re-appointed Messrs. Rao, Murthy & Associates as Cost Auditors, for conducting the Cost Audit for the year 2016-17 on a remuneration of Rs. 1,50,000/- (Rupees one lakh fifty thousand only) plus applicable taxes and reimbursement of out of pocket expenses at actuals.

The Company has received a Certificate from the Cost Auditors confirming their independence and arm's length relationship with the Company and their willingness to act as Cost Auditors of the Company. The Board recommends the proposed resolutions for approval by the shareholders.

None of the Directors or Key Managerial Personnel is concerned or interested in the Resolution.

Item No. 6 & 7 – Appointment of Mr. Lokesh Saxena as Managing Director of the Company.

Mr. Viraj Naidu stepped down as Managing Director w.e.f May 25, 2017 in view of his relocation to a global position within the group.

Consequent upon the above, the Company with the help of a search firm has selected Mr. Lokesh Saxena to succeed Mr. Naidu. Based on the recommendation of the Nomination and Remuneration Committee and approval of the Board of Directors, Mr. Lokesh Saxena has joined the Company as Managing Director for a period of three years from June 21, 2017 to June 20, 2020 subject to approval of the Shareholders. The appointment of Mr. Lokesh Saxena as an Additional Director w.e.f June 21, 2017 and his appointment as the Managing Director will be subject to the approval of the Shareholders at this Annual General Meeting.

Particulars as required by Part II of schedule V of the Companies Act 2013 are set out below.

General information:

DISA India Limited is a leading equipment manufacturer with advanced foundry and surface preparation process technology. The company, which was incorporated in 1984, is head quartered in Bangalore, India. It is a company listed in Bombay Stock Exchange with sound financials. Denmark based Promoters company DISA Holding A/s and DISA Holding AG of Switzerland own 70.72% and 54.10 % of shares respectively and the remaining 25.18% shares are held by the Indian public.

DISA India supplies complete foundry systems by integrating the international DISA range of Moulding machines and sand mixers with proper combination of sand plant equipment, surface preparation machines and environmental control systems. DISA has a range of Sand Moulding Equipment that cater to different needs of the foundry industry.

The financial performance of the Company for the past five years is as under.

(Rs Million)	2016-17	2015-16	2014-15*	2013	2012
Revenue from operations	1,572.2	1,472.3	1,837.7	1,744.5	1,524.0
Profit after tax	114.0	106.0	178.8	195.0	188.0
Earnings per share (Rs)	76.47	70.19	118.41	129.12	124.74
Dividend	25%	25%	25%	25%	25%

*For 15 Months

Information about the appointee:

Mr. Lokesh Saxena is a Bachelor of Engineering from MITS, Gwalior and Master of Business Administration in Marketing. Mr. Saxena is 47 years of age and has 22 years of experience in the industry in Automotive and Industrial businesses. Before joining DISA India Limited, he has worked for M/s SKF India Limited for 15 years in various business positions, lastly being Vice President for Industrial Business & Services. Prior to SKF India Limited, he has worked for 6 years with Bosch Limited in the sales function.

Terms and conditions of the appointment and remuneration proposed are as set out in the agenda item no 6 of the Notice.

Mr. Lokesh Saxena, being an appointee is concerned or interested in the resolution set out at item no. 6 and item no. 7 of the Notice. None of the other Directors and Key Managerial Personnel of the Company and their relatives is concerned or interested, financial or otherwise, in the said resolution.

Your Board is of the opinion that Mr. Lokesh Saxena will be able to lead the Company and recommends the proposed Special Resolution for approval by the Shareholders.

Item No. 8 - Alteration of the Objects Clause of the Memorandum of Association of the Company.

The Board proposes to alter Memorandum of Association so as to align the same with Companies Act, 2013.

None of the Directors or Key Managerial Personnel is concerned or interested in the Resolution.

The Board recommends the proposed Special Resolution for approval by the Shareholders.

Item No. 9 - Alteration of Articles of Association of the Company.

The Board proposes to alter Articles of Association so as to align the same with Companies Act, 2013.

None of the Directors or Key Managerial Personnel is concerned or interested in the Resolution.

The Board recommends the proposed Special Resolution for approval by the Shareholders.

Item No. 10 - Approval for 'Material Related Party Transactions' for the Financial Year 2016-17 with DISA INDUSTRIES A/S

As per Listing Obligations and Disclosure Requirements (LODR), Regulations 2015, transactions with a related party shall be considered material if the transactions entered / to be entered individually or taken together with previous transactions during a financial year exceeds ten percent of the annual consolidated turnover of the listed entity as per the last audited financial statements of the listed entity.

Company's total value of transactions of sale of goods, purchase of goods, royalty, and other transactions with Disa Industries A/S for the Financial Year 2016-17 as Rs 294 Million which were covered by the omnibus approval of Rs 310 Million granted by the Audit Committee and approved by the Board of Directors. Total value of transactions of Rs 294 million with DISA Industries A/S for the year 2016-17 being more than 10% of the consolidated turnover of the Company for the year 2015-16, would require the approval of the shareholders in the general meeting.

The Board therefore recommends the Resolution as set out in the Notice for approval of the members in terms of Regulation 23 of Securities Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations 2015.

Item No. 11 - Approval for 'Material Related Party Transactions' in each Financial Year

The Company is engaged in the business of manufacturing and sale of DISA Brand of Moulding Machines, Wheelabrator brand of Shot Blasting machines and other Environmental control equipment. The Company in the ordinary course of business exports its products to DISA Industries A/S, Denmark and also imports spares parts, semi-finished components and products required for sales in India and to be used in manufacture of above machines, pays royalty, receives sales commission and service income. DISA Industries A/S, Denmark, is a "Related Party" within the meaning of section 2(76) of the Companies Act 2013 and Regulation 23 of LODR Regulations, 2015.

Related Party Transactions for purchase, sale transfer or receipt of

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products, goods, materials, services, royalty, commission or other obligations, if any are deemed to be "material" in nature as defined in LODR regulations were the value of transaction exceed 10% of the annual consolidated turnover of the Company, as per the last audited financial statements.

Based on the future business projections of the Company, related party transactions with DISA Industries A/S, is expected to increase significantly in future years, due to significantly higher exports from the Company. Therefore it is necessary for the members to pass an ordinary resolution for enabling the company to undertake material related party transactions with DISA Industries A/S, in each financial year upto a limit stipulated hereinafter.

In terms of Regulation 23 of LODR Regulations, 2015, these transactions would require the approval of the members by way of an Ordinary Resolution.

The particulars of the contracts/arrangements/transactions are as under:

DISA Industries A/S:

Particulars	Information
Name of the related party	DISA Industries A/S
Name of Director(s) or Key Managerial Personnel who is related	None
Nature of Relationship	The Company and DISA Industries A/S are fellow subsidiaries of DISA Holding A/S, Denmark, (DISA Holding A/S holds 55% of shares of DISA Industries A/S and 20.72% of shares of DISA India Ltd)
Nature of Contracts/arrangements /transactions	Purchase, sale, transfer or receipt of products, goods, materials, resources, services, royalty, commission or other obligations
Material terms of the contracts arrangements/transactions	To be determined on arm's / length basis
Monetary value	Not exceeding Rs.755 Million in each financial year.
Are the transactions in the ordinary course of business	Yes
Are the transactions on an arm's length basis	Yes
Whether the transactions would meet the arm's length standard in the opinion of the Company's Transfer Pricing Consultants	Yes
Whether the transactions have been approved by Audit Committee and the Board of Directors	Yes
Any other information relevant or important for the members to make a decision on the proposed transactions	None

The annual value of the transactions proposed is estimated on the basis of the Company's current transactions and future business projections.

Disa Industries A/S, Denmark has provided technology to the company for manufacture of DISA Brand of Moulding Machines, as a result of which the value of exports and imports of the Company is expected to increase significantly in future years. Products/machines manufactured

in India by the Company are exported to other countries through DISA Industries A/S. The Company imports spare parts, semi-finished components, semi-finished products for sale in India and also to be used for manufacture of products/machines in India from DISA Industries A/S.

The Board is of the opinion that the transactions of export of product and services, purchase of products/components from /to DISA Industries A/S, payment of royalty, receipt/payment of sales commission or other obligations, if any, are in the interest of the Company.

The Board therefore recommends the Resolution as set out in the Notice for approval of the members in terms of Regulation 23 of Securities Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations 2015.

None of the Directors or Key Managerial Personnel is concerned or interested in the Resolution.

Item No. 12 - Approval for material related party transactions in each financial year with DISA (Changzhou) Machinery Co., China:

Particulars	Information
Name of the related party	DISA (Changzhou) Machinery Co., China,
Name of Director(s) or Key Managerial Personnel who is related	None
Nature of Relationship	The Company and DISA (Changzhou) Machinery Co., China are fellow subsidiaries of DISA Holding AG, Switzerland. (DISA Holding AG, Switzerland holds 100% of shares of DISA (Chanzhou) Machinery Co., and 54.1% of DISA India Ltd)
Nature of Contracts/arrangements /transactions	Purchase, sale, transfer or receipt of products, goods, materials, resources, services, royalty, commission or other obligations
Material terms of the contracts / arrangements/transactions	To be determined on arm's length basis
Monetary value	Not exceeding Rs.200 Million in each financial year.
Are the transactions in the ordinary course of business	Yes
Are the transactions on an arm's length basis	Yes
Whether the transactions would meet the arm's length standard in the opinion of the Company's Transfer Pricing Consultants	Yes
Whether the transactions have been approved by Audit Committee and the Board of Directors	Yes
Any other information relevant or important for the members to make a decision on the proposed transactions	None

The annual value of the transactions proposed is carefully estimated on the basis of the Company's current transactions and future business projections.

The Company has provided technology to DISA (Changzhou) Machinery

Co., China for manufacture of Filters and there is a technology license agreement existing between the Companies.

DISA (Changzhou) Machinery Co., China, is expected to increase the procurement from DISA India Ltd., as a result of which the value of exports of the Company is expected to increase significantly in future years. The company also imports spare parts, semi-finished components, semi-finished products for sale in India and also to be used for manufacture of products/machines in India from DISA Industries A/S. Similarly, products/machines manufactured in India by the Company are exported to China.

In view of the above, it is necessary for the members to pass are resolution for enabling the company to undertake material related party transactions with DISA (Changzhou) Machinery Co., China, in each financial year upto a limit stipulated herein above.

The Board is of the opinion that the transactions of export of products and services/purchase of products/components from/to DISA (Changzhou) Machinery Co., China, receipt of royalty, receipt/payment of sales commission or other obligations, if any, are in the interest of the Company.

The Board therefore recommends the Resolutions set out in the Notice for the approval of the members in terms of Regulation 23 of Securities Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations 2015.

None of the Directors or Key Managerial Personnel is concerned or interested in the Resolution.

Item No. 13 - Approval of material related party transaction in each financial year with Wheelabrator Czech s.r.o.:

Particulars	Information
Name of the related party	Wheelabrator Czech s.r.o., Czechoslovakia
Name of Director(s) or Key Managerial Personnel who is related	None
Nature of Relationship	The Company and Wheelabrator Czech s.r.o. are fellow subsidiaries of DISA Holding AG, Switzerland. (DISA Holding AG holds 100% of Wheelabrator Czech s.r.o and holds 54.1% of DISA India Ltd
Nature of Contracts/arrangements /transactions	Purchase, sale, transfer or receipt of products, goods, materials, resources, services, royalty, commission or other obligations
Material terms of the contracts / arrangements/transactions	To be determined on arm's length basis
Monetary value	Not exceeding Rs.200 Million in each financial year.
Are the transactions in the ordinary course of business	Yes
Are the transactions on an arm's length basis	Yes
Whether the transactions would meet the arm's length standard in the opinion of the Company's Transfer Pricing Consultants	Yes
Whether the transactions have been approved by Audit Committee and the Board of Directors	Yes

Any other information relevant or important for the members to make a decision on the proposed transactions	None
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The annual value of the transactions proposed is carefully estimated on the basis of the Company's current transactions and future business projections.

Wheelabrator Group GmbH, Germany (a fellow subsidiary of the Company and also a fellow subsidiary of Wheelabrator Czech s.r.o) has provided technology to the company for manufacture of Shot Blasting Machines. Wheelabrator Czech s.r.o. is one of the major manufacturing facility for manufacture of Wheelabrator brand of Shot Blast Machines. The value of exports and imports of the Company with Wheelabrator Czech s.r.o is expected to increase significantly in future years. The Company also imports spare parts, semi-finished components, semi-finished products for sale in India and also to be used for manufacture of products/machines in India from Wheelabrator Czech s.r.o. Similarly, products/machines manufactured in India by the Company are expected to be exported to other countries through Wheelabrator Czech s.r.o.

The Board is of the opinion that the transactions of export of products, of purchase of products/components and services to/from Wheelabrator Czech s.r.o, payment of royalty, receipt/payment of sales commission or other obligations, if any, are in the interest of the Company.

The Board therefore recommends the Resolutions set out in the Notice for the approval of the members in terms of Regulation 23 of Securities Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations 2015.

None of the Directors or Key Managerial Personnel is concerned or interested in the Resolution.

By Order of the Board of Directors

For DISA India Limited

Date: June, 21, 2017
Place: Bangalore

G Prasanna Bairy
Company Secretary
ACS No. : 35584

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DISA INDIA LIMITED

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email: investor.relations@norcangroup.com www.disagroup.com
CIN: L85110KA1984PLC008116

**NOTICE OF 32ND ANNUAL GENERAL MEETING,
E-VOTING INFORMATION AND BOOK CLOSURE**

The Thirty Second (32nd) Annual General Meeting (AGM) of the Company will be held at Hotel Vivanta by Taj, Yeshwanthpur, Bangalore – 560 022 at 11:00 Hrs on Friday, August 11, 2017, to transact the business as set out in the Notice dated June 21, 2017.

The Members of the Company are hereby informed that pursuant to Regulation 44 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Section 108 of the Companies Act, 2013, read with Rule 20 of the Companies (Management and Administration) Amendment Rules, 2015, the Company has dispatched Annual Report, Notice along with the Attendance cum-voting slip by electronic mode on July 20, 2017 to all the members whose e-mail IDs are registered with the RTA, i.e., Integrated Registry Management Services Private Limited (formerly known as Integrated Enterprises (India) Limited) and by post. The Company has engaged the services of Central Depository Services (India) Limited (CDSL) to provide e-voting facility to the Members of the Company.

E-voting is optional and e-voting rights of the members will be reckoned on the Equity Shares held by them as on August 4, 2017. The e-voting period commences from 9 A.M on August 8, 2017 (Tuesday) and ends at 5 P.M. on August 10, 2017 (Thursday). During this period, the Members may cast their vote electronically. The e-voting module shall be disabled by CDSL thereafter.

Any person, who acquires shares of the Company and becomes Member of the Company after dispatch of the Annual Report and holding shares on the cut-off date i.e., August 4, 2017 may contact helpdesk.evoting@cdslindia.com, or our RTA at Integrated Registry Management Services Private Limited, No. 30, Ramana Residency, 4th Cross, Sampige Road, Malleswaram, Bangalore – 560 003, Tel. +91-80-23460815-818 Fax: +91-80-23460819 or email to irn@integrated.in for obtaining a copy of Annual Report or assistance related to e-voting.

The Members who have not cast their votes by e-voting can exercise their voting rights at the AGM. The Company will make arrangements for Ballot Papers at the AGM Venue. A Member may participate in the Meeting even after exercising his right to vote through e-voting but shall not be allowed to vote again at the Meeting. The Members, whose names appear in the Register of Members / list of Beneficial Owners as on August 4, 2017, are entitled to vote on the Resolutions set forth in the Notice dated June 21, 2017.

In case of any queries, the Members may refer "Frequently Asked Questions (FAQs)" for members and e-voting Manual for Members available at the download section www.evotingindia.com or may contact helpdesk.evoting@cdslindia.com / CDSL toll free no. 18002005533. In case of any grievances connected with the e-voting please contact Mr. G. Prasanna Bairy, Company Secretary, DISA India Limited, 5th Floor, Kushal Garden Arcade, 1A, Peenya Industrial Area, Peenya 2nd Phase, Bangalore – 560 058, E-mail id investor.relations@norcangroup.com and Phone No. 080-4020-1400.

The results of e-voting and Poll at the AGM along with the Scrutinizer Report will be placed on the website of the Company (www.disagroup.com/en-in) and on the website of CDSL (www.evotingindia.co.in) within 48 Hours of passing of the resolutions at the AGM to be held on August 11, 2017 for information to the Members and communicated to the BSE Limited.

Book Closure

Notice pursuant to Section 91 of the Companies Act, 2013 read with Rule 10 of the Companies (Management and Administration) Amendment Rules, 2015 is also hereby given that the Register of Members, Register of Beneficial Owners and Share Transfer Books of the Company will remain closed from August 03, 2017 to August 11, 2017 (both days inclusive) to determine the Shareholders entitled to receive the dividend on the Equity Shares for the financial year ended March 31, 2017, if declared at the AGM.

By Order of the Board of Directors

For DISA India Limited

Place: Bangalore

Date: July 21, 2017

G. Prasanna Bairy - Company Secretary