



MRC Agrotech Ltd

April 03, 2024

**BSE Limited
Dept of Corporate Services,
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai – 400 001**

Scrip Code: 540809

Sir / Madam,

Sub: Intimation pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

In terms of the provisions of the regulation 30 read with Part-A of Schedule III of the SEBI (Listing Obligations & Disclosures Requirements) Regulations, 2015, this is to inform you that pursuant to the member's approval at the Extraordinary General meeting ("EGM") of MRC Agrotech Limited (hereinafter referred as "The Company") held on 3rd April, 2024, The Clause V of the Memorandum of Association of the Company has been altered by substituting in its place, the following:-

"V. The Authorized Share Capital of the Company is Rs. 10,50,00,000/- (Rupees Ten Crores Fifty Lakhs only) divided into One Crore Fifty Lakhs Equity Shares Only of Rs.10/- each per Equity Share (Rupees Ten each) to Rs. 20,50,00, 000/- (Rupees Twenty Crore Fifty Lakhs Only) divided into Two Crore Fifty Lakhs Equity Shares Only of Rs.10/- each per Equity Share (Rupees Ten each) with the rights, privileges and conditions attached thereto as per the relevant provisions contained in that behalf in the Articles of Association of the Company and with power to increase or reduce the same and to divide the shares in several classes and to attach the retrospectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being in force, and to vary, modify, enlarge or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Act or provided by the Articles of Association of the Company for the time being in force."

And also the Regulation 2 of the Articles of Association of the Company has been altered by substituting in its place, the following:-

2. The Authorized Share Capital of the Company shall be as stated in Clause V of the Memorandum of Association of the Company.

The said amendments are detailed in the amended Memorandum and Articles of Association of the Company, a Certified True Copy of which is filed herewith.

(Formerly known as MRC Exim Ltd.)



MRC Agrotech Ltd

Kindly take the same on record and display the same on the website of your exchange.

**Yours faithfully,
For MRC AGROTECH LTD**

Rahul Mathur



**Name: Rahul Mathur
Company Secretary and Compliance Officer**

Place: Mumbai



(Formerly known as MRC Exim Ltd.)

**THE COMPANIES ACT 2013
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
MRC AGROTECH LIMITED**

I. The name of the Company is **MRC AGROTECH LIMITED**.

*****Clause I has been amended via Special Resolution passed by the Company in their Annual General Meeting held on 30th September, 2021.**

II. The Registered Office of the Company will be situated in the State of Maharashtra i.e. within the jurisdiction of Registrar of Companies, Maharashtra at Mumbai.

III. The objects for which the Company is established are: -

MAIN OBJECT OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION: -

1 To cultivate, grow, produce, harvest raise or deal in agriculture produce as agriculturists, farmers or gardeners and to set up processing unit for import, export, distribute or deal in agriculture produce of all description, like fruits, vegetable, seeds and herbal products and trade in all the products required for cultivation, harvesting, production and developments of seeds, vegetable, fruits and herbal items.

To cultivate, grow, produce or deal in agriculture produce and to carry on the business of agriculturists, farmers, gardeners, dairymen, dairy farmers, and to acquire, hold, buy or acquire freehold or leasehold agriculture land, farm, garden or any other, property and to act as growers of corn, hay, straw, seeds or animal feed and to deal in live-stock and deal in such business as may be required by farmers and dealers of agriculture produce.

To carry on the business of planters, growers and cultivators of seeds, vegetable, fruits and herbs and to cultivate, grow, produce or deal in vegetable, fruits and herbs and to undertake the activities for its processing, preservation or storage with the installation for plant, machinery, cold storage, air conditioning, refrigeration and other equipment and to provide consulting and support services.

******Clause III (1) has been amended via Special Resolution passed by the Company in their Annual General Meeting held on 30th September, 2021.**

2 To guarantee the performance of the contracts and obligations of the company in relation to the payment of any loan, debentures, bonds, obligations, or securities issued by or in favour of the company and to guarantee the payment or return on such investment.

3 To issue and execute guarantee/guarantees for and on behalf of the company to secure its liability or of any associated company incorporated under the relevant provisions of law in favour

of any bank or financial institution and to offer the' assets of the company as security to the said bank or financial institution and to create a charge or lien against the assets of the company making itself liable as a guarantor in the transaction of the said associated company with the banks or financial institutions.

4 To purchase, take on lease or in exchange, hire or otherwise acquire any land, building, basement, rights, privileges, concession, patents, patent rights, licenses, trademarks or copy right, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purpose of business of the company.

5 To purchase, acquire and takeover the properties and assets, undertaking and liabilities of any other business carried on by any person, firm or company having similar objects of this company along with the name, good-will, licenses, quotas, tenancy rights, agencies, concession or any other rights and privileges which the company may think necessary or convenient for the purpose of its business.

6 To sell, lease and in any other manner, deal with or dispose of the undertaking or property of the company or any part thereof for such consideration as the Company may think fit.

7 To open bank account of the company and to draw, accept, make, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading or other negotiable or transferable instruments related to the business of the company.

8 To amalgamate with any other company having objects altogether or in part similar to those of this company, and to enter into partnership or any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal, concession, or otherwise with any person or company carrying on or engaged in, or about to carry on or engaged in business or transaction which this company is authorized to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this company.

9 To acquire by way of purchase, lease, hire or otherwise, establish, build, construct, erect, assemble, install, repair, operate, run, manage and maintain instruments, apparatus, consumables and all other facilities, structures, services, utilities and conveniences of every type and kind required for carrying on of the business of the Company.

10 To purchase, take on lease, rent or otherwise acquire and assume possession of land or other immovable property or buildings or structures thereon and to construct, build, erect, assemble, install, enlarge, alter and maintain buildings and structures for the purpose of business of the Company.

11 To appoint, employ, hire or procure executives, managers, secretaries, officers, clerks, agents, servants, and other skilled and unskilled personnel for permanent, temporary or contractual services.

12 To hold, use, sell, improve, manage, develop, exchange, lease, rent, mortgage, charge, enfranchise, abandon, dispose of turn to account or otherwise deal with all or any part of the movable and immovable property, assets and rights of the Company.

13 To form, promote, subsidise, organise, assist, maintain and conduct or aid in forming, promoting, subsidizing, organising, assisting, maintaining research laboratories, experimental workshops or conducting studies, research, conducting, aiding tests and experiments on technical, economic, commercial or any other subject and undertake all types of technical, economic and financial investigations and aid or assist or enter into partnership with any institution, university, company, partnership firm or person or persons undertaking or conducting such research, study, and provide, subsidise, endow, assist in laboratories, workshops, libraries, meetings, lectures and conferences and by providing for the remuneration of professors or teachers on any subject, and by providing for the awards, exhibitions, scholarship prizes and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests, and inventions of any kind that will facilitate the conduct of the business of the Company.

14 To acquire any shares, stocks, debentures, debenture-stocks, bonds, mortgage, obligations and other securities by original subscription, tender, purchase, exchange or otherwise out of the surplus funds of the Company.

15 To establish branches all over India in order to carry on the business of the Company as stated in the main object.

16 Subject to Rules and directives issued by Reserve Bank of India and provisions of Section 73,74 & Section76 to borrow or raise or secure the payment of money other than public deposit at interest for any of the purposes of the Company and at such time and from time to time and in such manner as may be thought fit and in particular by the issue of debenture, or debenture-stocks convertible into shares of this or any other company or perpetual annuities and as security for any such money so borrowed, raised or received for any such debentures or debenture stock so issued to mortgage, pledge or charge the whole or any part of the property, assets or revenue and profits of the Company present or future including its uncalled capital by special assignments or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may seem expedient and to purchase, redeem, or pay-off any such securities, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company as the case may be provided that the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.

17 To establish, promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of the company and to place or guarantee the placing of, subscribe for or otherwise acquire all or any part of the shares.

18 To insure with any other company or person against losses, damages, risks and liabilities of all kinds this may affect this Company.

19 To float, form, constitute, promote, subsidise, lend money to, assist and control companies, and partnerships, associations or undertakings having similar objects in any manner as may be thought fit in connection with any of the above objects of the Company.

20 To search for and to purchase, protect, prolong, renew or otherwise acquire from any Government, state or authority any patents, protection, licenses, concessions, grants, decrees,

rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account to work, develop, carry out exercise and turn to account the same.

21 To apply for, promote, and obtain any act of Parliament or Legislature, charter, privilege, concession, license or authorisation of Government, State or municipality, provisional order or license of the Board of Trade or other authority for enabling the Company to carry any of the objects in to effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem calculated, directly or indirectly to promote the interests of the Company.

22 To let, mortgage or sell or otherwise dispose of any property including an undertaking of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as may be thought fit and to accept payment or satisfaction for the same in cash or otherwise and in particular, for securities of any other company having objects similar to those of the Company.

23 To enter in to partnership or into any arrangements for sharing of profits, amalgamation, union of interest, reciprocal concession or co-operation with any person, partnership or company and to promote and aid in promoting, constituting, forming and organising companies or partnerships of all kinds for the purpose of acquiring any business, undertaking, any property or liabilities of such person, partnership or company or of advancing directly or indirectly the objects thereof for any other purpose which this Company may think expedient, and also to pay for any properties, rights or privileges acquired by this Company either in shares of the Company or partly in shares and partly in cash or otherwise and to give shares or stock of this Company in exchange for shares or stock of any other company.

24 To enter into any arrangements with any Government or authorities supreme, municipal local or otherwise, or any person or company that may seem conducive to the Company's Objects or any of them to obtain from any such Government, authorities, person or company any rights, privileges, charters, contracts, licenses and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges, charters, contracts, licenses and concessions.

25 To lend, invest or otherwise employ or deal with money belonging to or entrusted to the Company in securities and shares or other movable or immovable property or with or without security upon such terms and in such manner as may be thought proper and from time to time to vary such transactions and investments in such manner as the Directors may think fit subject to the provisions of the Companies Act, 2013.

26 To pay, or satisfy the consideration for any properties, rights, privileges or assets whatsoever which the Company is authorised to purchase or otherwise acquire either by payment in cash or by the issue of shares, or other securities of the Company or in such other manner as the Company may agree or partly in one mode and partly in another or others.

27 To draw, make, accept, endorse, discount, execute, issue, negotiate, assign and otherwise deal with cheques, drafts, bills of exchange, promissory notes, hundies, debentures, bonds, bills of lading, railway receipts, warrants and all other negotiable or transferable instruments.

28 To open account or accounts with any firm or with any bank or banks or bankers and to pay in to and to withdraw money for such accounts.

29 To apply for, tender, purchase or otherwise acquire any contracts, subcontracts, licenses and concessions for or in relation to the objects or business herein mentioned or any of them, and to undertake, execute, carry out, dispose of or otherwise turn to account the same.

30 To employ experts to investigate and examine into the conditions, prospects, value, charter and circumstances of any business concerns and undertakings having similar objects and of any assets, property or rights.

31 To open a branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary company or companies and to enter into any arrangement with such subsidiary company for taking the profits and bearing the losses of any business branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business.

32 To nominate any Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.

33 To take part in the management, supervision and control of the business or operations of any company or undertaking having similar objects and for that purpose to appoint and remunerate any directors, trustees, accountants or other personnel.

34 To make and/or receive donations, gifts or income to or from such persons, institutions or Trusts and in such cases and whether of cash or any other assets as may be thought to benefit the Company or any other objects of the Company or otherwise expedient and also to remunerate any person or corporation introducing or assisting, in any manner the business of the Company subject to provisions of Companies Act, 2013.

35 To establish and support or aid in the establishment of and support associations, institutions, companies, societies, funds, trusts and conveniences for the benefit of the employees or ex-employees or of persons having dealings with the Company or the dependents, relatives or connections of such persons and in particular friendly or other benefit societies and to grant pensions, allowances, gratuities and bonuses either by way of annual payments or by way of lump sum and to make payments towards provident fund and benefit funds, to or such persons.

36 To form, subscribe or contribute to or otherwise to assist, aid or guarantee money to public, charitable, benevolent, religious, scientific, national, or other institutions, funds, objects or purposes and to any other institutions, funds, objects or purposes which in the opinion of the

Board of Directors are likely to promote the interests or the business of the Company and/or to further its objects and/or to any other institutions, funds, objects or purposes whatsoever directly relating to the business of the Company.

37 To create any depreciation fund, reserve fund, sinking fund, educational fund or any other special fund or reserves whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purposes conducive to the interest of the Company.

38 In the event of winding up to distribute any of the property of the Company amongst the members in specie or kind subject to the provisions of the Companies Act, 2013.

39 To place, to reserve or to distribute as bonus shares among the members or otherwise to apply as the Company may from time-to-time think fit, any money received by way of premium on shares or debentures issued at a premium by the Company and any money received in respect of forfeited shares and moneys arising from the sale by the Company or forfeited shares, subject to Section 52 of the Companies Act, 2013.

40 To accumulate capital from the profits of the Company for any of the purposes of the Company and to use and appropriate the same or any of the Company's either conditionally or unconditionally to specific purposes.

41 To pay out of the funds of the Company all costs, charges and expenses of and incidental to the promotion, formation, registration, advertisement and establishment of this Company and the issue and the subscription of the shares or loan capital including brokerage and/or commission for obtaining applications for placing or guaranteeing the placing of shares or any debentures, debenture-stock and other securities of this Company and also all expenses attending the issue of any circular or notice and the printing, stamping and circulating of proxies and forms to be filled up by the members of the Company and to remunerate by cash or allotment of fully or partly paid shares to any person, firm or company for services rendered in introducing any property or business to the Company or in placing, assisting to place shares, debentures, debenture-stock or other securities of the company or in or about the formation of the company or the acquisition of property by the Company or the conduct of its business or for any other reason which the company may think proper.

42 To provide for the welfare of Directors or employees of the Company or its predecessors in business and the wives, widows and families or the dependants or connections of such persons by buildings or contributing to the building or houses or dwellings or quarters or by grants of money, pensions, gratuities, allowances, bonuses, profit sharing bonuses or benefits or any other payments or by creating and from time to time subscribing or contributing to provident and other associations, funds, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instruction, recreation, hospitals and dispensaries, medical and other attendance and assistance as the Company shall think fit.

43 To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.

44 To vest any movable or immovable property, rights or interests acquired by or belonging to the Company in any person or company and with or without any declared trust in favour of the Company, subject to the provisions of the Companies Act, 2013.

45 To procure the recognition of the Company in any country, state or place outside India, and to establish and maintain local registers of any branch, places of business in India and abroad.

46 To aid, pecuniary or otherwise, any association, body or movement having for an object, the solution, settlement or labour problems or troubles or the promotion of industry or trade.

47. To carry on the business of consultants and advisers to individuals, bodies corporate, Societies, undertaking, institutions, associations and government local authorities, and other relating to the administration and management of the assets of their organizations and to act as business / industrial consultant.

48. To act as advisors in the range of the corporate finance and business activities including Joint ventures, collaborations, mergers, acquisitions, de-mergers, divestment, takeovers and to find out logical partners for such ventures as per the need of the clients and also to act as advisors for matters relating to foreign investments in India, outbound investments from India including the regulatory framework relevant thereto.

49. To carry on and undertake any business, undertaking, transaction or operation commonly carried on or undertaken by capitalist, promoters, financiers, concessionaires or contracts.

IV. The liability of the members is limited.

****V** The Authorized Share Capital of the Company is increased or altered from Rs. 10,50,00,000/- (Rupees Ten Crores Fifty Lakhs only) divided into One Crore Fifty Lakhs Equity Shares Only of Rs.10/- each per Equity Share (Rupees Ten each) to Rs. 20,50,00, 000/- (Rupees Twenty Crore Fifty Lakhs Only) divided into Two Crore Fifty Lakhs Equity Shares Only of Rs.10/- each per Equity Share(Rupees Ten each) with the rights, privileges and conditions attached thereto as per the relevant provisions contained in that behalf in the Articles of Association of the Company and with power to increase or reduce the same and to divide the shares in several classes and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being in force, and to vary, modify, enlarge or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Act or provided by the Articles of Association of the Company for the time being in force. *****Clause V of the MOA is altered as per the Special Resolution passed at Extra Ordinary General Meeting held on 3rd April, 2024***

V(A) Minimum paid-up capital of the company shall be Rs. 500,000/- (Rupees Five Lac Only).

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

Sr. No	Name, Addresses, Descriptions and Occupations of Subscribers	Number of Equity Shares taken by each Subscriber	Signatures of Subscribers	Signatures of Witnesses and their Addresses, Descriptions and Occupations.
1.	<p>Name: Kirit Kumarr Shah S/o: Madhavlal Shah Address: Rm/1, Navdo Bangala, Chembapuri Chawl, Kedarnath Road, Malad - East, Mumbai - 400097</p> <p>Occupation: Business DOB: 30/12/1955</p> 	<p>25,000 Equity Shares (Twenty five Thousand)</p>	<p><i>Kirit Shah</i></p>	<p>I witness to Subscribers No. 01, 02 who have signed in my presence on 21/09/2015 at Mumbai, further I have verified their identity details from their identity proofs for their identification & satisfied myself of their identification particulars as filled in</p>
2.	<p>Name: Santosh D. Pate S/o: Daulat Pate Address: 155/24, Panjrapole Road, Chembur Road Mumbai - 400004</p> <p>Occupation: Business DOB: 11/12/1972</p> 	<p>24,500 Equity Shares (Twenty four Thousand Five Hundred)</p>	<p><i>Santosh Pate</i></p>	 <p>Mr. Kevat Shah S/O: Madhukal Shah 202, Vijay apartment, Pachhat colony, opp. Yoga ashram, Santacruz Mumbai - 400055.</p> <p>Date: 21/09/2015 Place: Mumbai Occupation: CA K. Shah Memo No: 154394</p>

Sr. No	Name, Addresses, Descriptions and Occupations of Subscribers	Number of Equity Shares taken by each Subscriber	Signatures of Subscribers	Signatures of Witnesses and their Addresses, Descriptions and Occupations.
3.	Name: Chandelu K Jain S/o: Keshumal Jain Address: 503, Siddhachal Bldg., Hanuman Road, Vile Pagar East, Mumbai - 400057 Occupation: Business DOB: 09/05/1969 	100 Equity Shares (One Hundred)	C. K. Jain	I witness to subscribers No. 03 & No. 04 who have signed in my presence on 21/09/2015 at Mumbai, further I have verified their identity details from their identity proofs for their identification & satisfied myself of their identification particulars as filled in 
4.	Name: Sangeeta C. Jain S/o: Fulchand Jain Address: 503, Siddhachal Bldg., Hanuman Road, Vile Pagar - East, Mumbai - 400057 Occupation: Home maker DOB: 05/08/1976 	100 Equity Shares (One Hundred)	Sangeeta C. Jain	Mrs. Kaveel Shah S/O : Madhukar Shah 502, Vijay apartment, Pashant Colony, opp. Yogi Ashram, Santacruz Mumbai - 400055 Date: 21/09/2015 Place Mumbai Occupation: CA K.M. Shah Membership No. : 154394

Sr. No	Name, Addresses, Descriptions and Occupations of Subscribers	Number of Equity Shares taken by each Subscriber	Signatures of Subscribers	Signatures of Witnesses and their Addresses, Descriptions and Occupations.
5.	<p>Name: Champaben K Jain D/o: Bhabutaji Jain Address: 503, Siddhichal Bldg, Hanuman Road, Vile Palle (East), Mumbai - 400057 Occupation: Home maker DOB: 01/02/1952</p> 	<p>100 Equity shares (One Hundred)</p>		<p>I witness to subscribers No.05 & No.06, who have signed in my presence on 21/09/2015 at Mumbai, further I have verified their identity details from their identity details proofs for their identification & satisfied myself of their identification Particulars as filled in</p>
6.	<p>Name: Daya S. Vata D/o: Goodhanbheni Farmer Address: A 2/20 Patil chawl, Shrawan Nagar, Datta Mandir, Dhanukar wadi, Kandivali - West Mumbai - 400067 Occupation: Business DOB: 04/07/1975</p> 	<p>100 Equity shares (One Hundred)</p>	<p>Daya S. Vata</p>	 <p>Mr. Kevad Shah 310 : Madhukar Shah 202, Vijay apartment, Palmer Colony, opp. Yoga Ashram, Santacruz, Mumbai - 400055. Date: 21/09/2015 Place: Mumbai Occupation: CA</p> <p>K.M.Shah</p> <p>Membership NO: 154394</p>

Sr. No	Name, Addresses, Descriptions and Occupations of Subscribers	Number of Equity Shares taken by each Subscriber	Signatures of Subscribers	Signatures of Witnesses and their Addresses, Descriptions and Occupations.
7.	<p>Name: Dhananjay Patel S/o: Veignath Patel Address: A 2/20, Sawant Patti CHL, SHRAVAN NGR, Dhanukar wadi, Kardivali - West, Mumbai - 400067. Occupation: Business DOB: 09/09/1982</p> 	<p>100 Equity Shares One Hundred</p>	<p><i>(Signature)</i></p>	<p>I witness to Subscribed NO. 07 who have signed in my presence on 21/09/15 at Mumbai, further I have verified his identity details from his identity proof for his identification & satisfied myself of his identification particulars as filled in</p>  <p>Ms. Ketal Shah 810: Madhukar Shah 202, Vitay apartment, Prabhat colony, opp. Yoga ashram, Sakinaka Mumbai - 400055 Date: 21/09/15 Place Mumbai Occupation: CA K.M. Shah</p>
Total		50,000 Equity Shares (Fifty thousand)		

Date: 21/09/2015
Place: Mumbai

membership No:
154394

**THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
MRC AGROTECH LIMITED**

- **Name of the company has been amended via Special Resolution passed by their company in their AGM held on 30th September, 2021.**

1. The articles in Table “F” in the first Schedule to the Companies Act, 2013, save as reproduced herein shall apply to this Company to the same extent as are not provided for in these Articles, the regulations for the management of the Company and for observance of the members thereof and their representatives shall, subject to any exercise of the Company’s power to modify, alter or add to its regulations be such as are contained in these Articles.

INTERPRETATION

2. (1) In these regulations—

(a) “the Act” means the Companies Act, 2013,

(b) “the seal” means the common seal of the company.

(2) The Authorized Share Capital of the Company shall be as stated in Clause V of the Memorandum of Association of the Company.

(3) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

SHARE CAPITAL AND VARIATION OF RIGHTS

II. 1. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

2. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

- **The Authorised Share Capital of the Company Shall be as stated in Clause V of the Memorandum of Association of the Company and this has been amended via special resolution passed by the shareholders of the company in their EGM held on 3rd April, 2024**

3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles (2) and (3) shall *mutatis mutandis* apply to debentures of the company.

4. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

5. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

LIEN

9. (i) The company shall have a first and paramount lien—

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made-

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The 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 the sale.

CALLS ON SHARES

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.

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

17. (i) Any 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 regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations 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.

18. The Board—

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

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance.

TRANSFER OF SHARES

19. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by section 58 decline to register—

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the company has a lien.

21. The Board may decline to recognise any instrument of transfer unless—

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:
Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

TRANSMISSION OF SHARES

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

27. In case of a One Person Company—

(i) on the death of the sole member, the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member;

(ii) the nominee on becoming entitled to such shares in case of the member's death shall be informed of such event by the Board of the company;

(iii) such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable;

(iv) on becoming member, such nominee shall nominate any other person with the prior written consent of such person who, shall in the event of the death of the member, become the member of the company.

FORFEITURE OF SHARES

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

29. The notice aforesaid shall—

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

30. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

31. *(i)* A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

32. *(i)* A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

33. *(i)* A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

(iii) The transferee shall thereupon be registered as the holder of the share; and

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

34. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of

the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

35. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

36. Subject to the provisions of section 61, the company may, by ordinary resolution,

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

37. Where shares are converted into stock,

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

38. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,

(a) its share capital;

(b) any capital redemption reserve account; or

(c) any share premium account.

CAPITALISATION OF PROFITS

39. (i) The company in general meeting may, upon the recommendation of the Board, resolve—

(a) that it is desirable to capitalise 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

(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards—

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) 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 proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

40. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.

BUY-BACK OF SHARES

41. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

GENERAL MEETINGS

42. All general meetings other than annual general meeting shall be called extraordinary general meeting.

43. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

PROCEEDINGS AT GENERAL MEETINGS

44. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

45. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

46. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

47. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

48. In case of a One Person Company—

(i) the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118;

(ii) such minutes book shall be signed and dated by the member;

(iii) the resolution shall become effective from the date of signing such minutes by the sole member.

ADJOURNMENT OF MEETING

49. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

50. Subject to any rights or restrictions for the time being attached to any class or classes of shares,

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

51. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

52. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

53. 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.

54. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

55. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

56. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

PROXY

57. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

58. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

59. 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 the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD OF DIRECTORS

60. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

61. Unless otherwise provided under the Companies Act, 2013, the number of Directors shall not be less than three and more than twelve. The first Directors of the Company are:

1. MR. KIRIT KUMAR SHAH

2. MR. SANTOSH PASTE

3. MR. CHANDU JAIN

62. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or

(b) in connection with the business of the company.

63. The Board may pay all expenses incurred in getting up and registering the company.

64. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

65. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

66. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

67. (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

PROCEEDINGS OF THE BOARD

68. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

69. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

70. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

71. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

72. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

73. (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

74. (i) A committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

75. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

76. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

77. In case of a One Person Company—

(i) where the company is having only one director, all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118;

(ii) such minutes book shall be signed and dated by the director;

(iii) the resolution shall become effective from the date of signing such minutes by the director.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

78. Subject to the provisions of the Act,—

(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

79. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

THE SEAL

80. (i) The Board shall provide for the safe custody of the seal.

(ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

DIVIDENDS AND RESERVE

81. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

82. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

83. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

84. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) 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 as from a particular date such share shall rank for dividend accordingly.

85. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

86. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

87. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

88. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

89. No dividend shall bear interest against the company.

ACCOUNTS

90. (i) 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 accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

WINDING UP

91. Subject to the provisions of Chapter XX of the Act and rules made thereunder—

(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

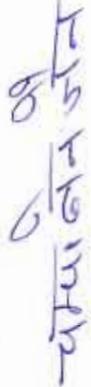
INDEMNITY

92. Every officer of the company shall be indemnified out of the assets of the company against any 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 in which relief is granted to him by the court or the Tribunal.

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

Sr. No	Name, Addresses, Descriptions and Occupations of Subscribers	Number of Equity Shares taken by each Subscriber	Signatures of Subscribers	Signatures of Witnesses and their Addresses, Descriptions and Occupations.
1.	<p>Name: Kirit Kumarr Shah S/o: Madhavlal Shah Address: Rm/1, Navdo Bangala, Chembapuri Chawl, Keclarmell Road, Malad - East, Mumbai - 400097 Occupation: Business DOB: 30/12/1955</p> 	<p>25,000 Equity Shares (Twenty five thousand)</p>	<p><i>Kirit Shah</i></p>	<p>I witness to subscribers No. 01, 02 who have signed in my presence on 21/09/2015 at Mumbai, further I have verified their identity details from their identity proofs for their identification & satisfied myself of their identification particulars as filled in</p>
2.	<p>Name: Santosh D. Pate S/o: Daulat Pate Address: 155/24, Panjrapole Road, Chembur Road Mumbai - 400004 Occupation: Business DOB: 11/12/1972</p> 	<p>24,500 Equity Shares (Twenty four thousand five hundred)</p>	<p><i>Santosh Pate</i></p>	<p></p> <p>Mr. Kevat Shah S/O: Madhukal Shah 202, Vijay apartment, Pashant colony, opp. Yoga ashram, Santacruz Mumbai - 400055. Date: 21/09/2015 Place: Mumbai occupation: CA K. Shah memo No: 154394</p>

Sr. No	Name, Addresses, Descriptions and Occupations of Subscribers	Number of Equity Shares taken by each Subscriber	Signatures of Subscribers	Signatures of Witnesses and their Addresses, Descriptions and Occupations.
3.	<p>Name: Chandelu K Jain S/o: Keshumal Jain Address: 503, Siddhachal Bldg., Hanuman Road, Vile Pagar East, Mumbai - 400057 Occupation: Business DOB: 09/05/1969</p> 	<p>100 Equity Shares (One Hundred)</p>	<p>C. K. Jain</p>	<p>I witness to subscribers No. 03 & No. 04 who have signed in my presence on 21/09/2015 at Mumbai, further I have verified their identity details from their identity proofs for their identification & satisfied myself of their identification particulars as filled in</p> 
4.	<p>Name: Sangeeta C. Jain S/o: Fulchand Jain Address: 503, Siddhachal Bldg, Hanuman Road, Vile Pagar - East, Mumbai - 400057 Occupation: Home maker DOB: 05/08/1976</p> 	<p>100 Equity Shares (One Hundred)</p>	<p>Sangeeta C. Jain</p>	<p>Mrs. Kaveel Shah 8/0 : Madhukar Shah 802, Vijay apartment, Psalshet colony, opp. yoga ashram, Santacruz Mumbai- 400055 Date: 21/09/2015 Place Mumbai Occupation: CA K.M. Shah membership no. 154394</p>

Sr. No	Name, Addresses, Descriptions and Occupations of Subscribers	Number of Equity Shares taken by each Subscriber	Signatures of Subscribers	Signatures of Witnesses and their Addresses, Descriptions and Occupations.
5.	<p>Name: Champaben K Jain D/o: Bhabutaji Jain Address: 503, Siddhichal Bldg, Hanuman Road, Vile Palle (East), Mumbai - 400057 Occupation: Home maker DOB: 01/02/1952</p> 	<p>100 Equity shares (One Hundred)</p>		<p>I witness to subscribers No.05 & No.06, who have signed in my presence on 21/09/2015 at Mumbai, further I have verified their identity details from their identity details proofs for their identification & satisfied myself of their identification Particulars as filled in</p>
6.	<p>Name: Daya S. Vela D/o: Goodhanbheni Farmer Address: A 2/20 Patil chawl, Shrawan Nagar, Datta meemdir, Dhanukar wadi, Kandivali - West Mumbai - 400067 Occupation: Business DOB: 04/07/1975</p> 	<p>100 Equity shares (One Hundred)</p>	<p>Daya S. Vela</p>	 <p>Mr. Kevad Shah 310: Madhukar Shah 202, Vijay apartment, Palmer Colony, opp. Yoga Ashram, Santacruz, Mumbai - 400055. Date: 21/09/2015 Place: Mumbai Occupation: CA</p> <p>K.M.Shah</p> <p>Membership NO: 154394</p>

Sr. No	Name, Addresses, Descriptions and Occupations of Subscribers	Number of Equity Shares taken by each Subscriber	Signatures of Subscribers	Signatures of Witnesses and their Addresses, Descriptions and Occupations.
7.	Name: <u>Dhananjay Patel</u> S/o: <u>Veignath Patel</u> Address: <u>A 2/20, Sawant Patti</u> <u>CHL, SHRAVAN NGR,</u> <u>Dhanukar wadi, Kardivali</u> <u>- West, Mumbai - 400067.</u> Occupation: <u>Business</u> DOB: <u>09/09/1982</u> 	<u>100</u> <u>Equity Shares</u> <u>(One Hundred)</u>	<u>With photocopy</u>	I witness to Subscribed No. 07 who have signed in my presence on 21/09/15 at Mumbai, further i have verified his identity details from his identity proof for his identification & satisfied myself of his identification particulars as filled in  <u>Ms. Ketal Shah</u> <u>810, Madhukar Shah</u> <u>202, Vitay apartment,</u> <u>Prabhat colony, opp.</u> <u>Yoga ashram, Zambang</u> <u>Mumbai - 400055</u> <u>Date: 21/09/15</u> <u>Place Mumbai</u> <u>Occupation: CA</u> <u>K.M. Shah</u>
	<u>Total</u>	<u>50,000</u> <u>Equity Shares</u> <u>(Fifty thousand)</u>		<u>membership No:</u> <u>154394</u>

Date: 21/09/2015
 Place: Mumbai

membership No:
 154394