

मध्य प्रदेश MADHYA PRADESH CY 770395

"THIS STAMP IS PART AND PARCEL OF ARTICLE OF ASSOCIATION AS ALTERED PURSUANT TO THE RESOLUTION PASSED AT THE MEETING OF THE MEMBERS OF PESHWA WHEAT LIMITED HELD AT ITS REGISTERED OFFICE ON 16/07/2025."

8641/64 - 11 JUL 2025

[illegible]

~~पेशवा बोर्ड लिमिटेड~~
~~ग्रा शोवर सेंटर पलासिया~~
~~रोड [illegible] [illegible]~~
8984/0960/2695

Khushaboo Jain
STAMP VENDOR
95/1 Nayapura, Indore-M.P.



मध्य प्रदेश MADHYA PRADESH

CY 770396

"THIS STAMP IS PART AND PARCEL OF ARTICLE OF ASSOCIATION AS ALTERED PURSUANT TO THE RESOLUTION PASSED AT THE MEETING OF THE MEMBERS OF PESHWA WHEAT LIMITED HELD AT ITS REGISTERED OFFICE ON 16/07/2025."

861 01 JUL 2025

प्रथम पेज के साथ संलग्न है।

Khushaboo Jain
STAMP VENDOR
95/1 Nayapura, Indore-M.P.



मध्य प्रदेश MADHYA PRADESH

CY 770397

"THIS STAMP IS PART AND PARCEL OF ARTICLE OF ASSOCIATION AS ALTERED PURSUANT TO THE RESOLUTION PASSED AT THE MEETING OF THE MEMBERS OF PESHWA WHEAT LIMITED HELD AT ITS REGISTERED OFFICE ON 16/07/2025."

862 11 JUL 2025

प्रतिभूति पत्र के साथ संलग्न है।

Khushaboo Jain
STAMP VENDOR
95/2 Nayapura, Indore-M.P.



मध्य प्रदेश MADHYA PRADESH

CY 770398

"THIS STAMP IS PART AND PARCEL OF ARTICLE OF ASSOCIATION AS ALTERED PURSUANT TO THE RESOLUTION PASSED AT THE MEETING OF THE MEMBERS OF PESHWA WHEAT LIMITED HELD AT ITS REGISTERED OFFICE ON 16/07/2025."

863 11 JUL 2025

प्रथम पेज के साथ संलग्न है।

Khushaboo Jain
STAMP VENDOR
95/1 Nayapura, Indore-M.P.



मध्य प्रदेश MADHYA PRADESH

CY 770399

"THIS STAMP IS PART AND PARCEL OF ARTICLE OF ASSOCIATION AS ALTERED PURSUANT TO THE RESOLUTION PASSED AT THE MEETING OF THE MEMBERS OF PESHWA WHEAT LIMITED HELD AT ITS REGISTERED OFFICE ON 16/07/2025."

11 JUL 2025

प्रथम पेज के साथ संलग्न है।

Khushaboo Jain
STAMP VENDOR
95/1 Nayapura, Indore-M.P.

(COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION

OF

PESHWA WHEAT LIMITED*

Note: By a Special Resolution passed in the Extra Ordinary General Meeting of the Company held on December 27TH, 2023 and July 16th, 2025, these Articles were adopted as the Articles of Association of the Company, in supersession of, substitution for and to the exclusion of all the existing articles of the Company.



	GENERAL **TABLE 'F' EXCLUDED**	
1.	The regulations contained in the Table 'F' of Schedule I of the Act, as far as the same are applicable to a public company (as defined in the Act) shall not apply to this Company except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the Act.	Table 'F' of Schedule I of the Act not to apply
	The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alterations of or additions to its regulations by resolution as prescribed or permitted by the said Act, be such as are contained in these Articles.	Company to be governed by these Articles
	DEFINITIONS AND INTERPRETATION	
2.	In these Articles unless there be something in the subject or context inconsistent therewith the following words or expressions shall have the following meanings:	Interpretation clause
	"The Company" or "This Company" means **PESHWA WHEAT LIMITED***	"The Company"
	"Act" means the Companies Act, 2013, the rules made thereunder and any amendments thereto and includes any statutory modification or re-enactment thereof for the time being in force.	"Act"
	"Articles" means the Articles of Association of the Company.	"Articles"
	"Auditor" means the auditors of the Company.	"Auditor"
	"Board" means the Board of directors of the Company.	"Board"
	"Board Quorum" has the meaning ascribed to it in Article 94(c).	"Board Quorum"
	"Beneficial owner" shall have the meaning assigned thereto by section 2 (1) (a) of the Depositories Act, 1996.	"Beneficial owner"
	"Bye-laws" means bye-laws made by a Depository under section 26 of the Depositories Act, 1996.	"Bye-laws"
	"Chairman" means the Chairman of the Board.	"Chairman"
	"Depository" shall have the meaning assigned thereto by section 2 (1) (e) of the Depositories Act, 1996.	"Depository"
	"Depositories Act, 1996" shall mean Depositories Act, 1996 and include any statutory modification or re-enactment thereof for the time being in force.	"Depositories Act, 1996"

	"Directors" mean the directors on the Board and "Director" has the corresponding meaning.	"Directors"
	"Dividend" shall include interim dividends and final dividends paid to the Shareholders.	"Dividend"
	"Equity Shares" means the equity shares of the Company having a par value of Rs.10/- (Rupee Ten only) each.	"Equity Shares"
	"General Meeting" means either an annual general meeting of Shareholders or an extraordinary general meeting of Shareholders.	"General Meeting"
	"Governmental Authority" means any (a) national, state, local, municipal, foreign or other government, (b) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal) or (c) body exercising or entitled to exercise, any administrative, executive, judicial, quasi-judicial, legislative, police, administrative, regulatory or taxing authority or power of any nature.	"Governmental Authority"
	"Internal Auditor" means the internal auditor of the company.	"Internal Auditor"
	"Managing Director" means the Managing Director of the Company for the time being.	"Managing Director"
	"Member" means the duly registered holder from time to time of the shares of the Company of any class and includes the subscriber(s) of the Memorandum of the Company and every person whose name is entered as the beneficial owner of any share in the records of Depository, but does not include the bearer of a share warrant of the Company, if any, issued in pursuance of these Articles.	"Member"
	"Month" means the calendar month.	"Month"
	"Person" means an individual or an entity, including a corporation, limited liability company, partnership, trust, unincorporated organization, association or other business or investment entity or any Governmental Authority.	"Person"
	"These presents" means the Memorandum of Association and these Articles of Association.	"These presents"
	"Relative" has the meaning ascribed to it under the Companies Act.	"Relative"
	"Seal" means the common seal/seal for the time being of the Company.	"Seal"

	"Securities" means the Equity Shares, preference shares, debentures, bonds, loans, warrants, options and/ or other similar instruments or securities of the Company which are convertible into or exercisable or exchangeable for or which carry a right to subscribe to or purchase, Equity Shares or any instrument or certificate representing a legal or beneficial ownership interest in Equity Shares, including global depositary receipts or American depositary receipts.	"Securities"
	"Special Resolution" and "Ordinary Resolution" shall have the meanings assigned thereto respectively by Section 114 of the Act.	"Ordinary Resolution" and "Special Resolution"
	"Paid up" includes credited as paid up.	"Paid up"
	"Postal Ballot" includes voting by shareholders by postal or electronic mode / e-voting instead of voting by being present personally in a general meeting of the Company.	"Postal Ballot"
	"Shareholder" means any Person who owns the Securities.	"Shareholder"

	"Share Capital" means the issued and fully paid-up Equity Share capital of the Company.	"Share Capital"
	"Transfer" means to sell, transfer, gift, assign, transfer any interest in trust, mortgage, alienate, hypothecate, pledge, Encumber, grant a security interest in or suffer to exist (whether by operation of law or otherwise) any Encumbrance on, any Securities or any right, title or interest therein or otherwise dispose off in any manner whatsoever voluntarily or involuntarily including, without limitation, any attachment, assignment for the benefit of creditors against the Company or appointment of a custodian, liquidator or receiver of any of its properties, business or undertaking, but shall not include transfer by way of testamentary or intestate succession.	"Transfer"
	"The office" means the Registered Office of the Company for the time being.	"The Office"
	The word "debenture" includes debenture-stock.	"Debenture"
	Subject as aforesaid and except where the subject or context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act as in force at the date on which these regulations become binding on the company.	Expression in these regulations to bear same meaning as in the Act
	INTERPRETATION	
3.	References to any Law shall include any statutes and rules or regulations made or guidelines issued there under, in each case, as amended, modified, restated or supplemented from time to time.	
	Unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders.	

	The index and clause or section headings are for convenience only and shall not affect the construction of these Articles.	
	References to these Articles shall include the articles, sections and sub-articles.	
	The terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to these Articles as a whole and not merely to the specific provision where such terms may appear; the terms "including" and "include" shall be construed without limitation and the '*ejusdem generis*' rule shall be disregarded.	
	In determination of any period of days for the occurrence of an event or the performance of any act or thing, the same shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day.	
	The words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.	
	References to the knowledge of any Person shall be deemed to include the knowledge such Person would have if such Person had made reasonable, due and careful enquiry.	
	Reference to a document includes an amendment, modification or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of these Articles.	
	Words and abbreviations, which have, well known technical or trade/commercial meanings are used in these Articles in accordance with such meanings, unless otherwise defined in these Articles.	
	Reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly.	
	References to writing shall include typewriting, printing, lithography, photography, telex and fax messages and other modes of reproducing words in a legible and non-transitory form.	
	References to a party shall, where the context permits, include such party's respective successors, legal heirs and permitted assigns.	
4.	The office shall be at such place as the Board of Directors shall determine subject to provisions of the Act and these Articles.	"Registered Office"
	CAPITAL	

5.	The Authorized Share Capital of the Company will be as stated in clause V of the Memorandum of Association of the Company. The Company shall have power to increase, reduce, sub-divide or to repay the same or to divide the same into several classes and to attach there to any rights to consolidate or sub-divide the shares and to vary such rights as may be determined in accordance with the regulations of the Company.	Capital
6.	Subject to the provision of Section 55 of the Act and the provisions of these Articles, the Board shall be empowered to issue and allot redeemable preference shares carrying a right to redemption out of profit or out of the proceeds of fresh issue of shares.	Preference shares

7.	Upon the issue of preference shares pursuant to Article 6 above, the following provisions shall apply: a) No such preference shares shall be redeemed except out of 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 purposes of the redemption; b) No such preference shares shall be redeemed unless they are fully paid; c) The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's securities premium account, before the preference shares are redeemed; d) Where any such preference shares are proposed to be redeemed out of the profits of the Company, there shall, out of such profits, be transferred, a sum equal to the nominal amount of the preference shares to be redeemed, to a reserve, to be called the "Capital Redemption Reserve Account" and the applicable provisions of the Act relating to the reduction of the Share Capital of the Company shall, except as provided by Section 55 of the Act, apply as if the Capital Redemption Reserve Account were Paid up Share Capital of the Company; e) The redemption of preference shares under this Article by the Company shall not be taken as reduction of Share Capital; f) The Capital Redemption Reserve Account may, notwithstanding anything in these Articles, be applied by the Company, in paying up un-issued shares of the Company to be issued to the Shareholders as fully paid bonus shares; and g) Whenever the Company shall redeem any redeemable preference shares or cumulative convertible redeemable preference shares, the Company shall, within 30 (thirty) days thereafter, give notice thereof to the Registrar of Companies as required by Section 64 of the Act.	Provisions in Case of Preference Shares

8.	Whenever the capital by reason of the issue of 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, abrogated or dealt with either with the consent in writing of the holders of the three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate General Meeting of such holders (but not otherwise) and all the provisions hereinafter contained as to General Meetings shall, mutatis mutandis, apply to every such meeting. This Article is not to derogate from any power the Company would have had if this Article were omitted.	Variation of shareholders Rights

9.	Subject to the applicable provisions of the Act and these Articles, the shares in the capital of the company for the time being shall be under the control of the directors who may issue, allot or otherwise dispose of the same or any of them to such person, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the applicable provisions of the Act) at a discount and at such time as they may from time to time thing fit and with sanction of the company in the general meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the directors think fit, and may issue and allot shares in the capital of the company on payment in full or part of any property sold and transferred or for any services rendered to the company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the company in the general meeting.	Consideration
10.	The Directors may, at their discretion at the time of issue, make such different arrangement with different shareholders in the amounts and times of payments of calls on their shares, may accept from any member who assents thereto, the whole or part of the amount remaining unpaid on any shares held by him although no part of that amount has been called up and may pay divided in proportion to the amount paid up on each shares or may pay interest on the amount so received in excess of calls.	Discretion in calls
11.	Subject to the provisions of these Articles, the Directors may at any time, pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture stock in the company. In the payment of commission in respect of shares and debentures, the statutory conditions and requirements shall be observed and complied with and the amount or rate percent of commission shall not exceed 5 percent on the shares and 2.5 percent on debentures or debenture-stock in each case subscribed. The commission may be paid out of proceeds of the issue or the profit of the Company.	Commission
12.	Subject to the applicable provisions of the Act, the Company may pay a reasonable sum for brokerage.	Brokerage
13.	Subject to the provisions of these Articles, the Company shall have the powers to buy back its shares or other securities in accordance with the provisions of section 67, 68 and 69 of the Act, as amended from time to time, from its existing shareholders or the holders of other Securities on a proportionate basis or by purchase of the shares or Securities issued to the employees of the Company pursuant to a scheme or stock options or sweat equity.	Buy back of Shares/Securities

14.	(i) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its existing shares, debentures and other securities and rematerialize its such shares, debentures and other securities held with the Depository and/or offer its fresh shares and debentures and other securities in dematerialized form pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any. (ii) Notwithstanding anything contained in the Article, where Securities are dealt with in a Depository, the Company shall intimate the details of allotment of Securities to Depository immediately on allotment of such securities. (iii) Every person subscribing to or holding securities of the company shall have the option to receive security certificates or to hold the securities with a Depository. A beneficial owner of any security can at any time opt out of a Depository, if permitted by law, in the manner provided by the Depositories Act, 1996 and the rules, if any, prescribed thereunder and the company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificate of securities. (iv) The Company or the investors may exercise an option to issue, deal in, hold the securities (including shares) with Depository, in electronic form and the certificates in respect thereof shall be dematerialized in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto shall be governed by the provisions of the Depositories Act, 1996. (v) All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in the relevant sections of the Act shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners. (vi) Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of security on behalf of the beneficial owner and shall not have any voting rights or any other rights in respect of the securities held by it. (vii) Every person holding securities of the company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be a member of the company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities which are held by a Depository. (viii) Every Depository shall furnish to the Company information about the transfer of securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by the Bye-laws and the Company in that behalf.	Depository related

	(ix) Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the Depository through a participant, the Company shall cancel such certificate and substitute in its records the name of Depository as the registered owner in respect of the said securities and shall also inform the Depository accordingly. (x) If a Beneficial Owner seeks to opt out of a Depository in respect of any security, the Beneficial Owner shall inform the Depository accordingly. The Depository shall, on receipt of information as above, make appropriate entries in its records and subsequently inform the Company. (xi) The Company shall within thirty (30) days or such other time as notified by the competent authorities, of the receipt of the intimation from the Depository and on fulfillment of such conditions and 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. (xii) Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares in physical form subject to the provisions of the Depositories Act, 1996.	
15.	The Company shall cause to be kept at its registered office or at such other place as may be decided the Register and Index of Members in accordance with section 88 of the Act and Depositories Act, 1996 with details of shares held in physical and dematerialized forms in any media as may be permitted by law including in any form of electronic media. The Register and index of beneficial owners maintained by a Depository under the Depository Act, 1996 shall also be deemed to be the Register and Index of Members for the purpose of this Act	Register and Index of Members
	SHARE AND CERTIFICATE	
16.	The shares in the capital shall be numbered progressively according to their several denominations. Every forfeited or surrendered shares shall continue to bear the number by which the same was originally distinguished. Every person whose name is entered as a Member in the Register of Members shall be entitled, in respect of their shareholdings, to seek consolidation or sub-division of their certificates and the issue of one or several certificates in respect of such consolidation or sub-division, upon payment of such fee as the Board may deem fit, subject to applicable law. The charges may be waived off by the Company.	Shares to be numbered progressively and no shares to be sub divided

	FURTHER ISSUE OF SHARES	
17.	1. Where at any time, it is proposed to increase the subscribed capital of the Company by allotment of further shares then: (a) Such further shares shall be offered to the persons who, at the date of the offer, are holders of the Equity Shares of the Company, in proportion, as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer, subject to the following conditions, namely:- (b) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than fifteen days or such lesser number of days as may be prescribed and not exceeding thirty days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined; (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (b) shall contain a statement of this right; (d) After the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the shareholders and the Company. 2. Notwithstanding anything contained in sub-clause (1), the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof) in any manner whatsoever: (a) If a special resolution to that effect is passed by the Company in general meeting, or (b) Where no such resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company.	

	3. Nothing in sub-clause (c) of (1) hereof shall be deemed: (a) To extend the time within which the offer should be accepted; or (b) To authorize any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation. 4. Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of an option attached to the debentures issued or loans raised by the company: i. To convert such debentures or loans into shares in the Company; or ii. To subscribe for shares in the Company PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term: (a) Either has been approved by the Central Government before the issue of debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and (b) In the case of debentures or loans or other than debentures issued to, or loans obtained from the Government, or any institution specified by the Central Government in this behalf, has also been approved by the special resolution passed by the Company in General Meeting before the issue of the loans.	
18.	Any application signed by or on behalf of any applicant for shares in the Company followed by an allotment of any share herein shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any of shares and whose name is on the Register shall for the purpose of these Article be a member.	Acceptance of shares
19.	(i) The money (if any) which the Board shall on the allotment of any shares being made by them, require or direct to be paid by way of deposit; call -or otherwise in- respect of any shares allotted by them shall immediately on the inscription of the name of the allottee in the Register of Members as the name of the holder of such shares become a debt due to and recoverable by the company from the allottee there of and shall be paid by him on such terms as the Board may deem fit from time to time.	Deposit and calls to be a debt payable immediately
	(ii) Every member or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his shares which may for the time being, remain unpaid thereon in such amounts, at such times and in such manner, as the board shall, from time to time in accordance with the Company's regulations require or fix for the payment there of.	Liability of members

20.	The certificate of title to shares and duplicate thereof, when necessary, shall be issued, subject to section 46 of the Act.	Certificates

23.	For every certificate issued under the last preceding Article there shall be paid to Company. The Directors may waive the charging of such fees. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer. The provision of this and the last preceding Articles shall mutatis mutandis apply to debentures of the company.	Fees
	CALLS	
24.	The Directors may, from time to time, subject to the terms on which any shares may be issued, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotments thereof made payable at fixed times and each members shall pay the amount of every calls so made on him to the person and at the time and place appointed by the Directors. A call may be made by installment. Provided that the option or right to call on shares shall not be given to any person except with the sanction of the Company in a general meeting.	Calls
25.	A call shall be deemed to have been made at the time when the resolution of the directors authorizing such call was passed. Not less than fourteen days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.	When call deemed to have been made and notice to call
26.	The Board may, from time to time, at its discretion extend the time fixed for the payments of any call and may extend such time as to call of any of the members who from residence at distance or other cause the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favor.	Extension of time for payment of calls
27.	If any members 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, provided that the money paid in advance of calls on any share may carry interest but shall not in respect thereof confer a right to dividend and participate in profits but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member and the Board shall be at liberty to waive payment of such interest either wholly or in part.	Calls to carry interest
28.	If by the terms of issue of any shares or otherwise any amounts is made payable on allotment or at any fixed date or installments at times, whether on account of the amount of the share or by way of premium every such amount or installment shall be payable as if it was a call duly made and provisions here in contained in respect of calls shall relate to such amount or installment accordingly.	Amount payable at fixed times or by installments payable as calls

29.	On the trial hearing of any action or suit brought by the Company against any shareholder or his representatives to recover and debt or money claimed to be due to the Company in respect his shares, it shall be sufficient to prove that the name of the defendant is or was when the claim arose on the Register of Shareholder of the Company as a holder of the holders of the number of shares in respect of which such claims is made that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the directors who made any call nor that the quorum of directors was present at the Board at which any call was made or that the meeting at which any call was made duly convened on constituted nor any other matter whatsoever but the proof of matters aforesaid shall be conclusive evidence of the debt.	Evidence in action by company against shareholders

30.	The Directors may, if they think fit, receive from any member willing to advance the same, all or part of the moneys due upon the shares held by him beyond the sums actually called for and upon the money so paid in advance or so much thereof as from time to exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as, the members paying such sum in advance and the Directors agree upon moneys so paid in excess of the amount of calls shall not rank for dividends or participate in profits. The directors may at any time repay the amount so 'advanced upon giving to such member three months' notice in writing. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable. The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities, including debentures, of the Company.	Payment of calls in advance
	JOINT HOLDERS	
31.	Where two or more persons are registered as holders of any shares, they shall be deemed to hold the same as joint-holders with benefits of survivorship subject to the following and other provisions contained in the articles.	
a.	Shares may be registered in the name of any person, company or other body corporate but not more than three persons shall be registered jointly as members in respect of any shares.	Joint holders

b.	The certificate of shares registered in the names of two or more persons shall be delivered to the person first named on the Register.	To which of joint holder certificate to be issued
c.	The joint holders of a share shall be jointly and severally liable to pay all call in respect thereof.	Several liabilities of joint holders
d.	If any share stands in the names of two or more person, the person first named in the register shall, as regards receipt of share certificates, dividends or bonus or service or notice and all or any other matter connected with the company, except voting at meeting and the transferee of the shares be deemed the sole holder thereof but the joint holders of a share shall be severally as well as jointly for the payment of all installments and calls due in respect of such share and for all incidents thereof according to the Company's regulations.	The first named joint holder deemed sole-holder
e.	In the case of death any one or more of the persons named in the register of members as the joint holders of any Share, the survivors shall be the only persons recognized by the company as having any title to or interest in such share. But nothing herein contained shall be taken to release the state of a deceased joint, holder from any liability on shares held by him jointly with any other person.	Death of one or more joint holder of share

f.	If there be joint registered holders of any shares, any one of such persons may vote at any meeting either personally or by proxy in respect of such shares as if he was solely entitled thereto, provided that if more than one of such joint holders be present at any meeting either personally or by proxy then one of the said persons so present whose name stands higher on the register of members shall alone be entitled to vote in respect of such shares. but the other of others or of the joint holders shall be entitled to be present at the meeting and several executors or administrators of a deceased member in whose names shares stand shall for the purpose of these articles be deemed joint holders thereof.	Votes of joint members
g.	A document or notice may be served or given by the Company on or to the joint holders of a share by serving or giving the document or notice on or to the joint holder named first in the register of members in respect of the share.	On joint holders
	FORFEITURE AND LIEN	
32.	If any member fails to pay any call or installment on or before the day appointed for the payment of the same the directors may at any time there after during such time as the call or installment remains unpaid serve a notice on such member 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.	If call or installment not paid notice must be given
33.	The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which call of installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment of at or before the time and at the place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited.	Form of notice and if notice not complied with share may be forfeited
34.	When any share shall have been so forfeited, notice of the resolution 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 but no forfeiture shall be in any manner invalidated by any commission or neglect to give such notice or to make such entry as aforesaid.	Notice after forfeiture
35.	Any share so forfeited shall be deemed to be property of the Company and, subject to the provisions of these Articles, the directors may re-allot or otherwise dispose of the same in such manner as they think fit.	Forfeited share to become property of the company
36.	Subject to the provisions of these Articles, the Directors may at any time before any share so forfeited shall have been sold, re-allotted or otherwise dispose of or annul the forfeiture thereof on such conditions as they think fit.	Power to annul forfeited
37.	Any member-whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture together with the interest thereon, from the time of forfeiture until payment at 12 percent per annum and the Directors may enforce the payment thereof, without any deduction or allowance for the value of the shares at the time of forfeiture but shall not be under any obligation to do so.	Arrears to be paid notwithstanding forfeiture

38.	The forfeiture of a share shall involve the extinction of all interest in effect of forfeiture and also of all claims and demands against the company in respect of the share and all other rights incidental to the share except only such of those rights as by these Articles are expressly saved.	Effect of forfeiture
39.	A duly verified declaration in writing that the declarant is a director or secretary of the Company and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence on the facts therein stated as against all 'persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on this sale or disposal thereof shall constitute a good title to such shares and the person to whom the shares are sold be registered as the holder of such shares and shall not be bound to see to the application of the purchase money not shall his title to such shares be affected by only irregularity or invalidity in the proceeding in reference to such forfeiture, sale or disposal.	Evidence of forfeiture
40.	The Company shall have first and paramount lien upon all the shares / debentures (not being fully paid up) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for moneys called or payable at a fixed time in respect of such shares / debentures solely or jointly with any other person to the company whether the period for the payment thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition that Article 11 hereof is to have full effect and such lien shall extend to all dividends from time to time declared in respect of such shares / debentures. Unless otherwise agreed, the registration of transfer of shares/ debentures shall operate as a waiver of the Company's lien, if any, on such shares. Provided that the Board may at any time declare any share/ debenture to be wholly or in part exempt from the provisions of this Article. The fully paid-up shares shall be free from all lien and in the case of partly paid up shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares	Company's lien on shares
41.	For the purpose of enforcing such lien, the directors may sell the shares subject there to in such manner as they think fit, but no sale shall be made until such period as aforesaid sale shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators or his committee curators, bonis or other legal curator and default shall have been made by him or them in the payment of moneys called in respect of such shares for seven days after such notice.	As to enforcing lien by sale
42.	The net proceeds of any such sale be received by the Company Application of and applied in or towards payment of such part of the amount in proceeds of sale respect of which the lien exists as is presently payable and residue, if any, shall (subject to like lien for sums not presently payable, as existed upon the share before the sale) be paid to the person entitled to the shares at the date of the sale.	Application of proceeds of sale

43.	Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the directors may appoint some persons to execute an instrument of transfer of the shares sold and cause the purchasers 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 not to the application of the purchase money and after his name has been entered in the register in respect of such share, 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 damage only and against the company exclusively.	Validity of sales upon forfeiture
44.	Upon any sale, re-allotment or the disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respects of the relative share 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 directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto distinguishing it at them in such number as they think fit from the old certificate or certificates.	Cancellation of old Certificate and issue of new certificate
	TRANSFER AND TRANSMISSION OF SHARES	
45.	The instruments of transfer shall be in writing and all the provisions of Section 56 of the Act, and any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and the registration thereof.	Execution of transfer
46.	(a) Application for the registration of the transfer of a share maybe made either by the transferor or the transferee, provided that where such application is made by the transferor no registration shall, in the case of a partly paid share, be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 56 of the Act and subject to provisions of these Articles of the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.	Application by transferor
	(b) A common form of transfer shall be used. The instrument of transfer shall be in the form prescribed by the Act or the rules framed thereunder.	Form of transfer
47.	Every instrument of transfer which is registered shall remain either in the custody of the Company or Registrar & Share Transfer Agent, as per applicable laws, until destroyed by order of the Board.	Registered instrument to remain with the company
48.	No fees shall be payable to the Company in respect of the transfer or transmission of any shares in the Company, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.	No fees for transfer or transmission

49.	The Company shall insure no liability or responsibility whatever consequence of its registering or giving effect to any transfer of Shares made or purporting to be made by any-apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice, of persons having or claiming any equitable right; title or interest to or in-the said shares notwithstanding that the Company may have had notice of such equitable right, title or interest of notice prohibiting registration	The Company not liable for immediately disregard of notice in prohibiting registration of transfer
50.	The Directors may at any time, accept the surrender of any shares from or by any shareholder desirous of surrendering the same on such terms as the directors may think fit. Except as otherwise required by a statutory provision or under an order of the competent court of law, the Directors of the Company may in their absolute discretion refuse sub-division of share certificates or debenture certificates into denominations of less than the marketable lots.	
51.	Subject to the provisions of these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in or debentures of the Company. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.	Directors May Refuse to Register Transfer
52.	(i) Every shareholder or debenture holder of the company, may at any time, nominate a person to whom his shares or debentures shall vest in the event of his death in such manner as may be prescribed under the Act. (ii) Where the shares or debentures of the company are held by more than one person jointly, joint holders may together nominate a person to whom all the rights in the shares or debentures, as the case may be, shall vest in the event of death of all the joint holders in such manner as may be prescribed under the Act. (iii) Notwithstanding anything contained in any other law for the time being in force or in any deposition, whether testamentary or otherwise, in respect of such shares in, or debentures of, the Company, where a nomination made in the manner aforesaid purports to confer on any	Nomination

	person the right to vest the shares or debentures, the nominee shall, on the death of the shareholder or debenture holder or, as the case may be, on the death of joint holders become entitled to all the rights in the shares or debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the manner as may be prescribed under the Act. (iv) Where the nominee is a minor, it shall be lawful for the holder of the shares or debentures, to make the nomination to appoint any person to become entitled to share in or debentures of the company in the manner prescribed under the Act, in the event of his death, during the minority.	
53.	A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either: a) to register himself as holder of the shares or debentures, as the case may be; or b) to make such transfer of the shares or debentures, as the deceased shareholder or debenture holder, as the case may be, could have made. c) if the nominee elects to be registered as holder of the shares of debentures, himself, as the case may be, he shall deliver or send to the company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased shareholder or debenture holder, as the case may be. d) a nominee shall be entitled to the share dividends, interests and other advantages to which he would be entitled if he were the registered holder of the shares or debentures, provided that he shall not, before being registered as the member, be entitled 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 shares or debentures, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonus, interest or other moneys payable in respect of the shares or debentures, until the requirements of the notice have been complied with.	Transmission of shares to Nominee
	BORROWING POWERS	
54.	Subject to the provision of the Act and the provisions of these Articles, the Board may from time to time at its discretion, by a resolution passed at a meeting of the Board, accept deposits from members, either in advance of calls or otherwise and raise or borrow or secure the payment of any sum or sum of money for the Company.	Power of Borrow
55.	The payment or repayment of money so borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respect as the Board may think fit and in particular by a resolution passed at meeting of the Board or by a circular resolution by the issue of debentures or debenture-stock of the Company (both present and future) including its uncalled capital for the time being and debentures, debenture-stock and other	The payment or repayment of money & borrowed

	securities may be tradable assignable free from any equities between the Company and person to whom the same may be issued.	
56.	Subject to the provisions of these Articles, any debenture, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of domination and with any privileges or conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at general meeting, appointment of directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the company in the General Meeting by a special resolution.	Terms of issue of debenture
57.	If any uncalled capital of the Company is included in or charged by any mortgage or other securities, the directors may make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed.	Assignment of uncalled capital
58.	If the directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the company the directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the directors or persons so becoming liable as aforesaid from any loss in respect of such liability.	Indemnity may be given
	RESERVE AND DEPRECIATION FUNDS	
59.	Subject to the provisions of these Articles, the Directors may from time to time before recommending any dividend set apart any such portion of the profits of the Company as they think fit as a reserve fund to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the company for equalization of dividends or for repairing, improving and maintaining any of the property of the Company and for such other purpose of the Company as the Directors in their absolute discretion think conducive to the interest of the company and may invest the several sums so set aside upon such investments other than shares of the company as they may think fit and from time to time deal with and vary such investments and dispose of all or any pert thereof for the benefit of the Company and may divide the Reserve Fund into such special funds as they think fit, with fund power to transfer the whole or any portion of a Reserve Fund to another Reserve Fund or a division of a Reserve Fund and also with full power to employ the Reserve Fund or any part thereto in the business of the Company and that without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power, however to the Board in their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.	Reserve fund

60.	The directors may, subject to provisions of law and the provisions of these Articles, from time to time before recommending any dividend set apart any such portion of the profits of the Company, as they think fit, as a depredation fund applicable at the discretion of the directors for providing against any depreciation in the investments of the Company or for rebuilding, restoring,	Depreciation fund



	replacing or for of the Company, destroyed or damaged by fire, flood storm, tempest, earthquake, accident, riot, wear and tear or any other means whatsoever and for repairing, altering and keeping in good condition the property of the company or for extending and enlarging the building, machinery and property of the Company with full power to employ the assets constituting such depreciation fund in the Company and that without being bound to keep the same separate from other assets.	
61.	All moneys carried to any reserve fund and depreciation fund respectively shall nevertheless remain and be profits of the Company applicable subject to due provisions being made for actual losses or depreciation for the payment of dividend and such moneys and all the other moneys of the Company may be invested by the directors in or upon such investments or securities as they may select or may be used as working capital or may be kept at any bank or deposit or otherwise as the directors may from time to time think proper.	Investment of moneys
	GENERAL MEETINGS	
62.	In addition to any other meetings, general meetings of the Company shall be held at such intervals and at such times and places as may be determined by the Board as required under section 96 of the Act.	When annual general meeting to be held
63.	All other meetings of the company other than those referred to in the preceding Article shall be called Extra-Ordinary General meetings.	Distinction between ordinary meetings and extra ordinary meetings
64.	The directors may, whenever they think fit and they shall, on the requisitions of the holders of not less than one-tenth of the paid up capital of the Company as at the date entitled to vote in regard to the matter in respect of which the requisition is made, forth with proceed to convene an Extra-Ordinary General Meeting of the Company. All General Meetings shall be properly convened and held at such times as may be determined by the Board and in any event, in a manner consistent with the Companies Act.	When extraordinary meeting to be called
65.	(a) Subject to the provisions of the Companies Act, at least 21 (twenty one) days prior written notice of every General Meeting shall be given to every Shareholder of the Company, at their usual address whether in India or abroad, provided always that a meeting may be convened by a shorter notice than 21 (twenty one) days in accordance with the provisions of the Companies Act. (b) Every notice of a General Meeting shall include an agenda, which shall specify in detail, the matters to be discussed at the relevant meeting and shall be accompanied with copies of relevant papers to be discussed at the meeting. The notice for a General Meeting would also provide for the conduct of such meetings through electronic means as permitted by applicable Law. (c) Every notice for a General Meeting shall specify the place, date and time of such meeting and shall be accompanied by a statement, indicating the nature of the business to be transacted at such meeting. Such notice shall also specify the manner in which the members may participate in such General	Notice of meeting

	Meeting, through electronic means. (d) Any Shareholder, holding not less than 10% of the Paid up Share Capital shall be entitled to call an extraordinary General Meeting and/or to introduce a resolution to be discussed/ passed at a General Meeting, in the manner specified in these Articles.	
66.	In every General Meeting, voting rights shall be proportionate to a Shareholder's shareholding. Subject to the provisions of these Article, at any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) ordered by the Chairman of the meeting of his own motion and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and holding shares, in the Company which confer a power to vote on the resolution, not being lets than one-tenth of the total voting power in respect of the resolution, or on which aggregate sum of not less than fifty thousand rupees has been paid up, and unless a poll is so demanded a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by particular majority or lost, and an entry to that effect in the minutes book of Company shall be conclusive evidence of the facts, without proof of the number or proportion of the votes recorded in favour of or against the resolution.	Questions at general Meeting how to decide
67.	In the case of an equality of votes the Chairman shall have a casting vote.	Chairman to have a casting vote
68.	If poll is demanded as aforesaid the same shall subject to the provisions of these Articles be taken at such time (not later than forty-eight hours from the time when demand was made) and place and either by open voting or by ballot as the Chairman shall direct and either at once or after an interval of adjournment or otherwise and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the persons or the persons who made the demand.	Poll to the taken if demanded
69.	Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutinizers to scrutinize the votes given on the poll and to report thereon to him. One of the scrutinizers so appointed shall always be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutinizer from the office and fill vacancies in office of scrutinizer arising from such removal or from any other cause.	Scrutinizers of the poll
70.	The demand for a poll shall not prevent the continuance of a meeting of the transaction of any business other than the question on which the poll has been demanded.	Business to proceed notwithstanding demand to poll
71.	Notwithstanding anything contained in the Articles of Association of the company, the company may and in the case of resolutions relating to such	Postal Ballot

	business as the Act or Central Government or any other authority may, by notification declared to be conducted only by postal ballot, shall, get any resolution passed by means of a postal ballot pursuant to the provisions of section 110 of the Act or such other rules, regulations and modifications framed thereunder from time to time shall be complied with. As per section 110 of the Act, a postal ballot also includes voting by electronic mode. Such electronic voting shall be carried out as per the applicable norms notified in this connection.	
72.	Notwithstanding anything contrary contained in the Articles of Association, the Company may provide Video Conference facility and/or other permissible electronic or virtual facilities for communication to enable the Shareholders of the Company to participate in General Meetings of the Company. Such participation by the Shareholders at General Meetings of the Company through Video Conference facility and/ or use of other permissible electronic or virtual facilities for communication shall be governed by such legal or regulatory provisions as applicable to the Company for the time being in force.	Participation through Electronic Mode
	VOTES OF MEMBERS	
73.	No member shall be entitled to vote either personally or by proxy for another member at any General Meeting or meeting of a class of shareholders 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 any right or lien and has exercised the same.	Members in arrears not to vote
74.	On a show of hands, every holder of equity shares entitled to vote and present in person or by proxy shall have one vote and on a poll the voting right of every holder of equity shares whether present in person or by proxy, shall be in proportion to his share of the paid-up equity capital of the Company.	Voting rights of members
75.	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.	Casting of votes by a member entitled to more than one votes
76.	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 a minor the vote in respect of his shares be cast by his guardian or any one of his guardians, if more than one.	How member non compos mentis and minor may vote

77.	(i) Subject to the provisions of these Articles votes may be given either personally or by proxy. A corporation being a member may vote by representative duly authorized in accordance with Section 105 of the Act, and such representative shall be entitled to speak, demand a poll, vote, appoint a proxy and in all other matters reckoned as a member for all purposes.	Voting in person or by proxy
	(ii) Every proxy (whether a member or not) shall be appointed in writing under the hand of appointer of his attorney, or if such appointer is a corporation under the hand of its officer or an attorney, duly authorized 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.	Appointment of Proxy
	(iii) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of authority, shall be deposited at the office not less than forty-eight hours before the time for holding the meeting at which the person named in 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 execution.	Deposit of instrument of appointment
	(iv) Every instrument of proxy whether for a specified meeting or otherwise shall as per the form prescribed under the Companies (Management and Administration) Rules, 2014.	Form of proxy
	(v) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or of any power of attorney under which such proxy was signed or the transfer shall have been received at the office before the meeting.	Validity of vote given by Proxy notwithstanding death of member
78.	The Company shall cause to be kept minutes of all proceedings of general meeting which shall contain a fair and correct summary of the proceedings thereat and a book containing such minutes shall be kept at the registered office of the Company and shall be open during business hours for such period not being less than two hours in the aggregate in each day as the directors may determine for inspection of member without charge. The minutes aforesaid shall be kept in accordance with the provisions of section 118 of the Act.	Minutes of general meetings and inspection thereof by member
	DIRECTORS	
79.	The First Directors of the Company shall be as follows: 1.SHRI. RAHAT ALI SAIYED 2.SMT. SHEHNAJ 3.SMT. SADAF SAIYED	First Directors

80.	The remuneration of each director for attending the meeting of the Board or Committee thereof shall be such sum as may be approved by the Board of Directors subject to the provisions of the Act, for each such meeting of the Board or Committee thereof attended by him.	Remuneration of Directors
81.	If any director be called upon to perform extra services or special exertions or efforts (which expression shall include work done by a director as a member of any committee formed by the directors) the Board may arrange with such directors for such special remuneration of such extra services or special exertions or efforts by a fixed sum or otherwise as may be determined by the Board and such remuneration above provided.	Special remuneration of Director performing extra services

82.	The continuing directors may act notwithstanding any vacancy in their body but so that if the number falls below the minimum number fixed, the director shall not except in emergencies or for the purpose of filling up vacancies or for summoning a general meeting of the Company act as the numbers is below the minimum.	Director may act notwithstanding vacancy
83.	Except as stated in the these Articles or the Agreement, a Director shall not be disqualified from contracting with the company either as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company nor shall any such contract or arrangement entered into, by or on behalf of the Company with a relative of such director or a firm in which such director or relative is a partner or with any other partner in such firm or with a private company of which such director is a member or director be avoided nor shall such director so contracting or being such member or so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such director holding office of the fiduciary relation thereby established.	Conditions under which Directors may contract with Company
84.	Except as otherwise provided by these Articles, all the directors of the company shall have, in all matters, equal rights and privileges and be subject to equal obligation and duties in respect of the affairs of the Company.	
	ROTATION OF DIRECTORS	
85.	All the Directors, excluding the Independent Directors, shall retire at the first annual general meeting of the Company and thereafter at each annual general meeting of the company one third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one third shall retire from office. Subject to Section 152 of the Act, the Director to retire by rotation at every Annual General meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day those who retire shall in default of and subject to any agreement among themselves, be determined by lot.	Retirement and rotation of directors
86.	A retiring director shall be eligible for re-election.	Eligibility for re-election

87.	Subject to provisions of the Act the Company, at the General Meeting at which a director retires in the manner aforesaid, may, subject to these Articles, fill up the vacated office by electing a person thereto.	Company to appoint successors
88.	No person, not being a retiring director, shall be eligible for election to the office of director at any General Meeting unless he or some other member intending to propose him has at least fourteen clear days before the meeting left at the office a notice in writing under his hand signifying his candidature for the office of director or the intention of such member to propose him as a candidate for that office along with a deposit of such sum as prescribed under the Act (if any), which shall be refunded to such person or, as the case may be, to such member, if the person succeeds in getting elected as a director.	Notice of candidature of office of directors in certain cases

	PROCEEDING OF DIRECTORS MEETING	
89.	The Board of Directors may meet for the dispatch of business, adjourn and otherwise regulate its meeting as it thinks fit. At least 4 (four) Board meetings will be held in every calendar year and at least once in every calendar quarter.	Meeting of directors
90.	Notwithstanding anything contrary contained in these Articles, the Director(s) may participate in Meetings of the Board and Committees thereof, through Video Conference facility and/or other permissible electronic or virtual facilities for communication. Such participation by the Director(s) at Meetings of the Board and Committees thereof, through Video Conference facility and/or use of other permissible electronic or virtual facilities for communication shall be governed by such legal or regulatory provisions as applicable to the Company for the time being in force.	Participation through Electronic Mode
91.	Provided further that a Director participating in a Meeting through use of Video Conference or any other permissible electronic mode of communication shall be counted for the purpose of quorum, notwithstanding anything contrary contained in the Articles of Association.	Participation through Electronic Mode

92.	(a) Notice of each Board meeting together with a written agenda for such meeting, shall be sent to all Directors and alternate Directors, and shall be given not less than 7 (seven) Business Days prior to the date on which the meeting is proposed to be held. A Board Meeting may be convened with shorter notice provided that the agenda for such meeting has been sent to all the Directors. (b) Board meetings will be ordinarily held at registered office of the company but may with consent of the Directors, be held at any other place. Board meetings may be held by video conferencing or any means of contemporaneous communication in compliance with all requirements of the Companies Act and the Company agrees and undertakes that if any of the Directors desire to attend Board Meeting through such means, then it shall arrange for such facilities to ensure compliance with applicable Law. (c) Subject to the Companies Act, the quorum for a Board meeting shall be one-third of its total strength (any fraction contained in that one third being rounded off to the next higher number) or 2 (two) Directors, whichever is higher ("Board Quorum"). (d) If the Board Quorum is not present for a Board meeting, the Directors present shall adjourn that meeting and such meeting shall be reconvened on the 3rd (third) Business Day following the day on which the original Board meeting was to be convened and the Chairman or the company secretary of the Company shall notify all the Directors of the adjourned meeting and any details required to join such meeting through electronic means. If, at such adjourned Board meeting, the Board Quorum is not present, then the Directors present at such meeting will be deemed to constitute quorum for such adjourned Board meeting.	Board Meetings

93.	The Chairman, if any, or the Managing Director of his own motion or the Secretary of the Company shall upon the request in writing of two directors of the Company or if directed by the Managing Director, or Chairman, if any, convene a meeting of the Board by giving notice in writing to every director for the time being in India and at his usual address in India to every other director.	When meeting to be convened
94.	The Chairman of the Board shall be appointed by the Board from amongst its members. The Chairman shall preside at all meetings of the Board and at all General Meetings. The Chairman shall have a secondary or casting vote at any meeting of the Board or General Meetings.	Chairman

95.	(a) Subject to Article 98(b) and the provisions of these Articles, all resolutions of the Board shall require the affirmative vote of a majority of the Directors present at such Board meeting. Each Director shall have 1 (one) vote. (b) Subject to the provisions of these Articles, a resolution may be passed by circulation or by written consent, only if such resolution has been circulated in draft form, along with all information and documents necessary to provide the Directors with full information to make a decision in respect of such resolution. Such draft should be circulated to all the Directors, including any alternate Directors which may have been appointed and must be approved by a majority of the Directors.	Questions at Board meeting how decided
96.	A meeting of the Board for the time being at which quorum is present shall, subject to the provisions of these Articles, be competent to exercise all or any of the authorities, powers and discretions which by the Act or the Articles of the Company are, for time being, vested in or exercisable by Board generally.	Power of Board Meeting
97.	Subject to the provisions of these Articles, the Board may delegate any of their powers to a committee of directors consisting of the directors and it may from time-to-time revoke and discharge any such Committee of the Board either wholly or in part and either as to persons or purposes. But every Committee of the Board, so formed, shall in the exercise of the powers so delegated conform to any resolution that may from time to time be imposed on it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.	Directors may appoint committees and delegate his powers
98.	The meetings and proceedings of any such committee of the Board shall be governed by the provisions herein contained for regulating the meeting and proceeding of the directors so far as the same are applicable thereto and not suspended by any regulations made by the directors under the last preceding articles.	Meeting of committee how to be governed

99.	(a) The Board shall in accordance with the provisions of section 118 of the Act cause minutes to be kept of every General Meeting of the Company or of every meeting of the Board or of every committee of the Board.	Minute of proceeding Of Directors and Committees to be kept
	(b) Any such minutes of any meeting of the Board or of any committee of the Board or of the Company in General Meeting, If kept in accordance with the provisions of section 118 of the Act, shall be evidence of the Matters stated in such minutes.	
	POWER OF DIRECTORS	

100.	Subject to the provisions of the Act, the control of the company shall be vested in the Board who shall be, subject to the provisions of these Articles, entitled to exercise all such powers and to do all such acts things as the company is authorized to exercise and do, provided that the Board shall not exercise any power or do any act or things which is directed or required whether by the Act or in other statue or by the Memorandum of the Company or by these Articles or otherwise to be exercised or done by the Company in general meeting provided further that in exercising any such power or doing any such act or things, the Board shall be subject to the provisions in that behalf contained in the Act or in the Memorandum of Association of the Company or these Articles or any regulations made by the Company in general meeting and shall not invalidate any prior act of the Board which would have been valid if those regulations had not been made.	Powers of the Board
101.	Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by the Articles, but subject to the restrictions contained in the last preceding Article, it is hereby declared that the directors shall, subject to the provisions of these Articles, have the following powers, that is to say, power:	Further power of the Board
	(1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the company.	
	(2) To pay and charge to the capital account of the company any commission or interest lawfully payable under the provisions of Section 40 or other applicable provisions of the Act.	
	(3) Subject to Section 179, 188 and other provisions of the Act to purchase or otherwise acquire for the Company any property, right or privileges which the company is authorized to acquire at or for such price or consideration and general on such terms and conditions as they may think fit and if any such purchases or other acquisition to accept such title as the directors may believe or may be advised to be reasonably satisfactory.	
	(4) At their discretion and subject to the provisions of the Act to pay for any property, right or privileges acquired by or services rendered to the Company either wholly or partly in cash or in shares, bonds, debentures mortgages or other securities of the company and any such share may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds, debentures, mortgages, or other Securities may be either specially charged upon or any port on property of the Company and its uncalled capital not so charged.	
	(5) To secure the fulfillment of any contracts and engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and Its uncalled capital for the time being or in such manner as they may think fit.	
	(6) To accept from any member, so for as may be permissible by law, surrender of his shares or any part thereof on Such terms and conditions as shall be agreed.	

	(7) To appoint any person to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.	
	(8) To institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its officers or otherwise the affairs of the Company and also to compounded and allowed time for payment or satisfaction of and debts due and or any Claims of demand by or against the Company and to refer any differences to arbitration either according to Indian law or according to any foreign law and whether in India or abroad and observe, perform or challenge any award made thereon.	
	(9) To act on behalf of the Company in all matters relating to bankruptcies, or insolvencies.	
	(10) To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.	
	(11) To invest and deal with any moneys of the Company, not immediately required for the purposes thereof upon such security (not being shares of this company) or without security and in such manner as they may think fit and from time to time vary or realize such investments. All investments shall be made and held in the company own name.	
	(12) To execute in the name and on behalf of the Company, in favor of any director or other person who may incur or about to incur any personal liability whether as principal or surety for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.	
	(13) To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividends, warrants, releases, contracts and documents and to give the necessary authority for such purpose.	
	(14) To distribute by way of bonus amongst the staff of the company a share in the profits of the Company and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the Company.	

	(15) To provide for the welfare of directors or ex-directors or employees or ex-employees of the Company and the wives, widows and families or the defendants or connection of such person by building or contributing to the building of houses, dwelling or chawls or by grants of money, pension, gratuities, allowances, bonus or other payments or by creating and Om time to time subscribing or contributing to provident and other associations, institutions funds or trusts and by providing or subscribing or contributing toward places of interest and recreation, hospital and dispensaries, medical and other assistance as the Board shall think fit and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions, bodies and objects which shall have any moral or other claim to support or aid by the company either by reason of locality of operation or of public and general utility or otherwise.	
	(16) To appoint at their discretion, remove or suspend such general managers, secretaries, assistants, supervisors, scientists, technicians, engineers, Consultants, legal, medical or economic advisor, research workers, labourers, clerks, agents and servants for permanent, temporary or special services as they may, from time to time, think fit and to determine their powers and duties and fix their salaries or emoluments or remuneration: and to require security in such instances and of such amount as they may think fit and from time to time provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit.	
	(17) To comply with the requirements of any local bodies which in their opinion shall, in the interest of the Company, be necessary or expedient to comply with.	
	(18) From time to time to establish any local Board for Managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such local Board and to fix their remuneration.	
	(19) From time to time to delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board and to authorize the member for the time being of any such local Board or any of them to fill up any vacancies there in and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Board thinks fit and may at any time remove any person so appointed and may annul or vary such delegation.	
	(20) At any time and from time to time by power of attorney to appoint any person or persons to be attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorized by the Board the powers to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit and any such appointment may (if the Board think fit) be made in favor of the members or any of the members of any local Board established	

	as aforesaid or in favor of any company or the shareholders, directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such power of attorney may contain such powers of the protection on conveniences of person.: dealing with such attorney as the Board may think fit.	
	(21) For or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind any and all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.	
	(22) To deal, lease or otherwise dispose off any of the properties or under takings of the Company.	
	MANAGING DIRECTORS	
102.	The Board may, from time to time, appoint one or more Directors to be Managing Director or Whole Time Directors of the Company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time (subject to the provisions of any contract between him or them and the company remove or dismiss him or them from office and appoint another or others in his or their place or places.	Powers to appoint Managing Director
103.	A Managing or Whole time Director shall, in addition to any remuneration that might be payable to him as a Director of the Company under these Articles, receive such remuneration as may from time to time be approved by the Company, subject to provisions of the Act and these Articles.	Remuneration of Managing Director
104.	Subject to the provisions of the Act and these Articles, the Board may, from time to time, entrust to and confer upon the Managing Director or Whole-time Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think fit, and they may confer such powers, either collaterally with or to the exclusion of and in substitution for all or any of the powers of the directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.	Power of Managing Director
105.	1) Subject to the provisions of Act, the Managing Director shall, while he or they continue to hold that office, be subject to retirement by rotation. 2) The Board shall have power to appoint an individual as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company at the same time.	Special position of Managing Director

	DIVIDENDS	
106.	Subject to the rights of members entitled to shares (if any) with preferential or special rights attached thereto the profits of the Company which it shall from time to time determine to divide in respect of any year or other period shall be applied in the payment of a dividend on the equity shares of the Company but so that a partly paid up share shall only entitle the holder with respect thereto to such proportion of the distribution upon a fully paid-up share as the amount paid thereon bears to the nominal amounts of such share and so that where capital is paid-up in advance of calls upon the following that same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profit.	How profits shall be divisible
107.	The Company in General Meeting may, subject to the provisions of these Articles, declare dividends to be paid to the members according to their rights and interest out of the profits and may fix the time for payment.	Declaration of dividends
108.	No larger dividend shall be declared that is recommended by the Directors but the Company in General Meeting may, subject to the provisions of these Articles, declare a smaller dividend.	
109.	No dividend shall be payable except out of the profits of the Company of the year or any other undistributed profits.	
110.	When any assets, business or property is bought by the Company as from a past date upon terms that the Company shall as from that date take the profits and bear the losses thereof such profits and losses as the case may be shall, at the discretion of the Directors, be so credited or debited wholly or in part to the Profit and Loss Account and in that case the amounts so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company and available for dividend Accordingly, if any shares or securities are purchased with dividend or interest such dividend or interest when paid may at the discretion of the directors be treated as revenue and it shall not be obligatory to capitalize the same or any part thereof.	Ascertainment of amount available for dividend
111.	The declaration of the directors as to the amount of the net profits of the company shall be conclusive.	What to be deemed net profits
112.	The Board may, subject to the provisions of these Articles, from time to time pay to the members such interim dividends as in its judgment the position of the Company justifies.	Interim dividend
113.	The Board may retain dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagement in respect of which the lien exists.	Debts may be reduced

114.	Subject to the provisions of these Articles, any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the member, be set off against call.	Dividend and call together
115.	No member shall be entitled to receive payment of any interest on dividend in respect of his shares, whilst 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 persons and the Board may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.	No member to receive dividend whilst indebted to the Company and right of reimbursement there out
116.	A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.	Transfer of shares must be registered
117.	(a) Unless otherwise directed any dividend may be paid by cheque or warrant or by a pay slip or receipt having the force of cheque or warrant sent through the post to the registered address of the member or person entitled or in case of joint-holders to that one of them first named in the Register of Members in respect of the joint-holding. If several persons are registered as joint-holders of any shares any one of them can give effectual receipt for any dividends or other moneys payable in respect thereof.	Dividend how remitted
	(b) Subject to the provisions of Section 123, 124 and 126 of the Act, the unpaid or unclaimed dividend amount shall be transferred by the Company to a special account to be opened in any scheduled bank to be called 'Unpaid Dividend Account' of the Company. (c) If the Company has declared a dividend but which has not been paid or the Dividend warrant in respect thereof has not been posted or sent within 30 (thirty) days from the date of declaration, transfer the total amount of Dividend, which remained unpaid or unclaimed within the said period of 30 (thirty) days to a special account to be opened by the Company in that behalf in any scheduled bank to be called the **"Unpaid Dividend Account"**. (d) Any money so transferred to the Unpaid Dividend Account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the fund established under sub-section (1) of section 125 of the Act, viz. "Investors Education and Protection Fund". (e) There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.	Unpaid Dividend account



	CAPITALISATION OF RESERVES	
118.	Subject to the provisions of these Articles, any General meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of any reserves or any capital redemption reserve fund or in the hands of the Company and available for dividend or representing premium received on the issue of shares and standing to the credit of share premium account be capitalized and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of shareholders in paying up in full any unissued shares, debentures or debenture-stock of the Company which shall be distributed accordingly or-in or towards payment of the uncalled liability on any issued 'Shares-and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum provided that any some standing to the credit of a share premium account or a capital redemption reserve fund may for the purpose of this Article only be applied in the paying up unissued shares to be issued to members of the Company as fully paid bonus shares.	Capitalization of reserves
119.	Subject to the provisions of these Articles, a general meeting may resolve that any surplus moneys arising from the realization of any capital assets of the Company or any investment represent the same or any other undistributed profits of the Company not subject to charge for income-tax be distributed among the members on the footing that they receive the same as capital.	Surplus money
120.	For the purpose of giving effect to any resolution under the preceding two Article the Board may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payment shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Board Where required a proper contract shall be filed in accordance with the provisions of the Act and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalized fund and such appointment shall be effective.	Fractional certificate
	BOOKS AND DOCUMENTS	
121.	The directors shall cause to be kept proper books of accounts in accordance with Section 128 of the Act with respects to:- a) all sums of money received and expended by the Company and the matters in respect of which the expenditure take place; b) all sales and purchases of goods by the Company; c) the assets and liabilities of the Company Provided that the said proper books of account shall be kept on actual basis and according to the double entry system of accounting	Books of account to be kept

122.	The books of account shall be kept at the office or subject to the provision of section 128 of the Act at such other place as the directors think fit and shall be open to inspection by the directors during the business hours.	Where to be kept
123.	The directors shall, from time to time, determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members not being directors and no members (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 authorized by the directors.	Inspection by members
124.	The directors shall from time-to-time cause to be prepared and to be laid before the Company in Annual General Meeting such Profit and Loss Accounts, Balance Sheets and reports as are referred to in the Act.	Statements of accounts to be furnished to General Meeting
125.	A copy of every such Profit and Loss Account and Balance Sheet (including the Auditor's Report and every other document required by law to be annexed or attached to the balance Sheet) shall, at least twenty one days before the meeting at which the same are to be laid before the members, be sent to the members of the Company, to holders of debentures issued by the Company (not being debentures which ex-facie are payable to bearer thereof) to trustees for the holders of such debentures and to all persons entitled to receive notices of General Meeting of the Company. Provided that a copy of the documents aforesaid shall not be required to be sent when the shares of the Company are listed on a recognized stock exchange, if the copies of the documents aforesaid are made available for inspection at the Registered office during working hours for a period of twenty-one days before the date of the meeting and a statement containing the salient features of such documents in the prescribed form or copies of the documents aforesaid, as the company may deem fit, is sent to every member of the company and to every trustee for the holders of any debenture issued by the company not less than twenty-one days before the date of the meeting as per provisions of Section 136 of the Act.	Accounts to be sent to each member
	AUDIT	
126.	Subject to the provisions of these Articles, Auditors shall be appointed and their rights and duties regulated in accordance with Section 139, 141, 142 and 147 of the Act.	Accounts to be Audited
127.	Every account of the Company when audited and approved by the General Meeting shall be conclusive.	Accounts when audited and approved to be conclusive
	DOCUMENTS AND NOTICE	
128.	(i) A document or notice may be served or given by the company on any member or an office thereof either personally or by sending it by post to him to his address, whether in India or outside India for serving documents or notices on him or by email.	Service of document or notices on members by the company

	(ii) Where a document or notice is sent by post, service of the document or notice shall be deemed to the effected by property 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 meeting at the expiration of forty-eight hours after the letter containing the document or notice is posted in any other case at the time at which the letter would be delivered in the ordinary course of post.	
129.	Where securities are held in depository, the records of the Beneficial ownership may be served by such depository on the company by means of electronic mode or by delivery of disks or any digital form.	
130.	A document or notice advertised in a newspaper circulating in the neighborhood of the office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has no registered address in India and has not supplied to the Company any address within India for the service of document on him or the sending of notice to him.	By advertisement
131.	A document or notice may be served or given by the Company on or to the persons entitled to a share consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to him by name or by the title of representative of the deceased or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the person 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 given if the death or insolvency had not occurred.	On personal representative
132.	Documents or notices of every General Meeting shall be served or given in same manner hereinbefore authorized on or to (a) every member, (b) every person entitled to a share in consequence of the death or insolvency of a member or bound by every document of a member and (c) the auditor or auditors for the time being of the Company.	To whom documents or notices must be served or given
133.	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 each share previously to his name and address being entered on the Register of Members shall have been duly served on the person from whom he derives his title to such shares.	Members bound by document or notice served or on given to previous holders
134.	Any document or notice to be served or given by the Company may be	Document or notice

	signed by a director or some person duly authorized by the Board for such purpose and the signature may be written, printed or lithographed.	by company and signature thereto

135.	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 them 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.	Service of document or notice of member
	AUTHENTICATION OF DOCUMENTS	
136.	Save as otherwise expressly provided in the Act or these Articles, documents or proceeding requiring authentication by the Company may be signed by a director or an authorized officer of the Company and need not be under its seal.	Authentication of documents or proceedings
	WINDING UP	
137.	Subject to the provisions of this Article, the liquidator on any winding up (whether voluntary, under supervision or compulsory) may, with the sanction of a special resolution/orders of the court but subject to the rights attached to any preference shares 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 company in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit.	Liquidator may divide assets in specie
	INDEMNITY AND RESPONSIBILITY	
138.	Subject to the applicable provisions of the Act, every director, manager, officer or servant of the Company shall be indemnified out of the funds of the Company against all claims and it shall be the duty of the directors out of the funds of the Company, to pay all costs, charges, losses and damages which any such person may incur or become liable to by reason of any contract entered into or act or thing done in the ordinary course of business, about the execution or discharge of his duties or supposed duties (except such, if any, as he shall incur or sustain through or by his own willful act, neglect or default) including expenses and in particular and so as not to limit the generality of the foregoing provisions against all liabilities incurred by him as such director, manager, officer in defending any proceeding whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief if granted to him by the Court.	Indemnity

139.	Subject to the provisions of the Act, no director, auditor or other officer of the Company shall be liable for the act, receipt, neglects or defaults of any other director or officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the director on behalf of the Company or for the insufficiency or deficiency or any security in or upon which any of the money of the Company shall be invested or for any loss or damages, arising from the bankruptcy, insolvency or tortuous act of any person, firm or company to or with whom any money, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgments, omission, default or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in relation to the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.	

140.	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 a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the directors it would be inexpedient in the interest of the Company to discover.	

NOTE: -

By a Special Resolution passed in the Extra Ordinary General Meeting of the Company held on ***Wednesday, July 16th, 2025,*** the Articles of Association were substituted with the new set of Articles of Association.



Subscriber Details					
S. No.	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	**No. of shares taken**	**DSC**	**Dated**
1	RAHAT ALI SAIYED 73 SECTOR-H, GREEN PARK, GARDEN ROAD, Indore Madhya Pradesh 452002 Indore City-2 Indore India	CVDPS0673M	1550000 Equity,0 Prefere	RAHAT ALI SAIYED Digitally signed by RAHAT ALI SAIYED Date: 2023.12.11 12:00:27 +05'30'	11/12/2023
2	. SHEHNAJ 73 SECTOR-H, GREEN PARK, DHAR ROAD, GRAM BANK, NERA GARDEN ROAD Indore Madhya Pradesh 452002 Indore City-2 Indore India	QMNPS6504J	1240000 Equity,0 Prefere	Shehnaj Digitally signed by Shehnaj Date: 2023.12.11 12:05:33 +05'30'	11/12/2023
3	SADAF SAIYED 73-SECTOR-H, GREEN PARK COLONY, A M RESIDENCY, Indore Madhya Pradesh 452002 Indore City-2 Indore India	GPWPS4850D	1550000 Equity,0 Prefere	SADAF SAIYED Digitally signed by SADAF SAIYED Date: 2023.12.11 12:06:27 +05'30'	11/12/2023
4	ZAID QURESHI 73 SECTOR-S, GREEN PARK, Indore Madhya Pradesh 452002 Indore City-2 Indore India	AANPQ8196L	310000 Equity,0 Preferen	ZAID QURESHI Digitally signed by ZAID QURESHI Date: 2023.12.11 12:12:37 +05'30'	11/12/2023
5	RUBEENAZ KHAN 45/1, MOTEE TABELA Indore Madhya Pradesh 452002 Indore India	OBQPK1169H	310000 Equity,0 Preferen	Rubeenaz Khan Digitally signed by Rubeenaz Khan Date: 2023.12.11 12:11:05 +05'30'	11/12/2023
6	AMREEN KURESHI 73 H, GREEN PARK, GRAM BANK, Indore Madhya Pradesh 452002 Indore City-2 Indore India	OBQPK0733R	310000 Equity,0 Preferen	Amreen Kureshi Digitally signed by Amreen Kureshi Date: 2023.12.11 12:12:00 +05'30'	11/12/2023
7	RIYAZUDDIN QURESHI BARWANI NAGAR PALIKA, BARWANI, Barwani Madhya Pradesh 451551 Barwani Barwani India	AABPQ9610M	930000 Equity,0 Preferen	RIYAZUDDIN QURESHI Digitally signed by RIYAZUDDIN QURESHI Date: 2023.12.11 12:10:02 +05'30'	11/12/2023
Total shares taken			6200000 Equity,0 Preference		

Signed before me					
Membership type of the witness *(ACA/FCA/ACS/FCS/ ACMA/FCMA)*	***Name of the witness**	***Address, Description and Occupation**	**DIN / PAN / Passport number / Membership number**	**DSC**	**Dated**
ACS	VISVASH GOYAL	S/O RAM KISHAN GOYAL R/O A-1, SITARAM, COLONY, RAM NAGAR, SODALA, JAIPUR PRACTICING COMPANY SECRETARY	24787	VISVASH GOYAL Digitally signed by VISVASH GOYAL Date: 2023.12.11 12:08:04 +05'30'	11/12/2023