सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that RABARA INDIA PRIVATE LIMITED is incorporated on this FIRST day of SEPTEMBER TWO THOUSAND TWENTY SIX under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U13999GJ2026PTC183103**

The Permanent Account Number (PAN) of the company is **AAQCR2700R***

The Tax Deduction and Collection Account Number (TAN) of the company is **RKTR12915A***

Given under my hand at Manesar this FIRST day of SEPTEMBER TWO THOUSAND TWENTY SIX

Document certified by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAR 2 <ROC.CRC@MCA.GOV.IN>.

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS , CRC MANESAR 2
Date: 2026.09.01 20:27:09 IST

Avais Patwegar

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

RABARA INDIA PRIVATE LIMITED

D-604,Pearl Avenue, Opp, Crystal Mall, R.K.Park Rd, Rajkot Sau Uni Area, Rajkot, Rajkot- 360005, Gujarat

*as issued by Income tax Department

Form No. INC-33

e-MOA (e-Memorandum of Association)
[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)]

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Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

*** Table applicable to company as notified under schedule I of the Companies Act, 2013**

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES
B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL
D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL
E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

RABARA INDIA PRIVATE LIMITED

2 The registered office of the company will be situated in the State of

Gujarat

3 (a) The objects to be pursued by the company on its incorporation are:

To carry on the business of manufacturing, producing, processing, converting, weaving, non-weaving, laminating, coating, printing, slitting, cutting, stitching, bonding, recycling, finishing, treating, packing, repacking, assembling, importing, exporting, buying, selling, distributing, marketing and otherwise dealing in all kinds of non-woven fabrics and products, including PP (Polypropylene) spunbond non-woven fabrics, PET (Polyester) spunbond non-woven fabrics, melt-blown fabrics, spunlace fabrics, needle-punched fabrics, SMS/SMMS non-woven fabrics and other synthetic, man-made and natural fibre-based non-woven materials, in various widths, GSM, colours, grades, specifications and forms, whether laminated, coated, printed, treated or otherwise converted.

To manufacture, process, convert and deal in all types of products made from or incorporating PP spunbond, PET spunbond and other non-woven fabrics,

including but not limited to bags, sacks, covers, sheets, rolls, pouches, packaging materials, agricultural fabrics, horticultural fabrics, geotextiles, filtration materials, medical and hygiene-related non-woven products, disposable products, protective materials, industrial fabrics, construction materials, furniture and upholstery materials, insulation materials and other finished, semi-finished and converted non-woven products and articles.

To undertake all kinds of conversion and value-addition activities in relation to non-woven fabrics and allied materials, including slitting, rewinding, cutting, folding, stitching, ultrasonic sealing, heat sealing, printing, lamination, coating, embossing, perforation, punching, bag making, pouch making, roll conversion, fabric treatment and other processes, and to manufacture and deal in machinery, equipment, components, consumables and accessories used in connection with such activities.

To manufacture, process, produce and deal in textile and textile-related products and articles made from man-made fibres, synthetic fibres and other materials, including non-woven fabrics and other textile articles, and to undertake all ancillary and incidental processes connected therewith, whether for domestic sale, institutional supply, industrial use or export.

To carry on the business of manufacturing, processing, cutting, shaping, finishing and otherwise dealing in glass and glass-related products and articles, including glass products used for industrial, commercial, construction, packaging and allied applications, and to undertake such processing and conversion activities as may be

incidental or ancillary thereto.

To carry on agricultural activities including cultivation, production, harvesting, processing, grading, cleaning, sorting, packing, storage, preservation, marketing and trading of agricultural and horticultural produce, and to undertake activities incidental and ancillary to agricultural production, including cultivation and production of crops, plants and other agricultural products, subject to applicable laws.

To buy, sell, import, export, trade, distribute, wholesale, retail, market, supply and otherwise deal in raw materials, intermediates, finished goods, machinery, equipment, consumables, accessories and allied products required for or arising out of the aforesaid businesses, including polymers, polypropylene, polyester/PET materials, fibres, additives, masterbatches, chemicals and other materials used in the manufacture and conversion of non-woven fabrics and products.
To undertake research, development, testing, quality control, product development, technical processing and innovation in relation to non-woven fabrics, spunbond technology, synthetic and man-made fibre products, textile products, packaging materials, agricultural fabrics, industrial fabrics and other allied products, and to develop new products, applications and technologies in connection therewith.

(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1. To acquire, build, construct, improve, develop, give or take in exchange or on lease, rent, hire, occupy, allow, control, maintain, operate, run, sell, dispose of, carry out or alter as may be necessary or convenient any lease-hold or freehold lands, movable or immovable properties, including building,

workshops, warehouse, stores, easement or other rights, machineries, plant, work, stock in trade, industrial colonies, conveniences together with all modern amenities and facilities such as housing, schools, hospitals, water supply, sanitation, townships and other facilities or properties which may seem calculated directly or indirectly to advance the company?s objects and interest either in consideration of a gross sum of a rent charged in cash or services.

2. To apply for, purchase, acquire, and protect, prolong and renew in any part of the world any patents, patent rights, brevets invention, licenses, protections and concessions which may appear likely to be advantageous or useful to the company and to use and turn to account and or grant licenses or privileges in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions or rights which the company may acquire or proposes to acquire.

3. To establish, provide, maintain and conduct or subsidies research laboratories and experimental workshops for scientific and technical researches, experiments and tests of all kinds and devices and/or to sponsor or draw out programmes for promoting scientific, technical, social, economic and educational research and development and assist in the execution and promotion of such programmes either directly or through an independent agency or in any other manner, directly or indirectly and to secure such approvals, exemptions and/or recognitions under the Income Tax Act, 1961 and any other law for the time being in force and to promote studies and researches

both scientific and technical investigations, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing or contributing to the award of scholarships, prizes, grants to students and generally to encourage, promote inventions of any kind that may be considered useful to the company.

4. To form incorporate, promote, purchase, acquire, undertake or takeover, the whole or any part of the business, profession, goodwill, assets, properties (movable or immovable), contracts, agreements, rights, privileges, effects, obligations and liabilities of any persons, firm or company or companies carrying on all or any of proposing to carry on or ceasing to carry on any business, profession or activities which the company is authorised to carry on or the acquisition of all or any of the properties, rights and assets of any company or subject to the provisions of the Companies Act, 2013, the control and management of the company or the undertaking of the acquisitions of any other object or objects which in the opinion of the Company could or might directly or indirectly be beneficial or advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation or takeover or acquisition and to remunerate any person, firm or company in any manner, it shall think fit for services rendered or to be rendered for and in respect of such promotion or incorporation or takeover or acquisition or in obtaining subscription of or the placing of any shares, stocks, bonds, debentures, obligations or securities of any such company or companies, subject to the provisions other Companies Act,

2013.

5. Subject to the provisions of applicable law to procure registration, incorporation or recognition of the Company in any country state or place and to establish and regulate agencies for the purpose of the company?s business and to apply or join in applying to any parliament, local government, municipal or other authority or body, Indian or foreign for any rights or privileges that may seem conducive to the Company?s objects or any of them and to oppose any bills, proceedings or applications which may seem calculated directly or indirectly to prejudice the Company?s interest.

6. To enter into partnership or any arrangement for sharing or pooling profits, amalgamations, union of interest, co-operation, joint venture, reciprocal concessions or to amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business, undertaking or transactions which this company is authorised to carry on or engaged in any business, undertaking or transactions which may seem capable of being carried on or conducted, so as directly or indirectly, to benefit the company.

7. To acquire or amalgamate, absorb or merge with any other company or companies or to form, promote subsidiaries having objects altogether or in part similar to those of this company.

8. To manage, sell, dispose off, let, mortgage, exchange, redeem, underlet, grant leases, licences, easements or turn to account or otherwise dispose off in any manner the whole of the undertaking or any properties

(movable or immovable), assets, rights, and effects of the Company or any part thereof, on such terms and for such purposes and for such consideration as the company may think fit and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company and in the event of winding up of the Company to distribute among the members in specie or kind any properties or assets of the Company or any proceeds of sale or disposal of any properties of the Company, subject to the provisions of the Companies Act, 2013.

9. To enter into arrangements with any government or authorities municipal, local or any persons or company in India or abroad that may seem conducive to the objects of the company or any of them and to apply for, secure, acquire, obtain from such government, authorities, persons or company any right, privileges, powers, authority, charters, contracts, licences, concessions, grants, decrees, rights which the Company may think desirable.

10. To pay all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and charges in connection therewith and/ or make donations (by cash or other assets) to remunerate by allotment of fully or partly paid shares or by a call or option on shares, debentures, debenture-stocks or securities of this or any other company or in any other manner, whether out of the Company?s capital or profits to any person, firm, company assisting to place or guaranteeing the subscription of other security of the company in or about the formation or promotion of the Company or for any other reason

which the company may think fit subject to the provisions of the Companies Act, 2013.

11. To promote or join in the promotion of any company or companies including subsidiary companies (wholly owned or partly owned) for the purpose of acquiring all or any of the properties, rights and liabilities of the company or for any other purposes which may seem directly or indirectly calculated to benefit the Company and to underwrite shares and securities therein.

12. To do all or any of the above things in India or in any part of the world as principals, agents, contractors or trustees and either alone or in conjunction with others.

13. Subject to The Companies Act, 2013 and the rules framed there under and the directives issued by the Reserve Bank of India, to borrow or raise money or to take money on loan on interest from banks, financial institutions, government agencies, co-operative societies, persons, companies, firm, in such manner as the Company may think fit and in particular by the issue of debentures or debenture-stock, perpetual including debentures or debenture stock convertible into shares of this Company or perpetual annuities and in security of any such money borrowed, raised or received to mortgage, pledge, hypothecate, or charge the whole or any part of the properties (movable or immovable) assets or revenue of the Company present or future including its uncalled capital by special assignments or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may be deemed expedient and to purchase, redeem or pay off any such securities. The Company

shall not carry on any banking or insurance business which may fall within the purview of Banking Regulations Act, 1949 or the Insurance Act, 1938, respectively.

14. To make, draw, accept, endorse, discount, execute, negotiate, assign, and issue cheques, promissory notes, drafts, hundies, bonds, railway receipts, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instrument.

15. To guarantee the payment of money secured or unsecured by or payable under or in respect of any promissory notes, bonds, debenture stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, central, state, municipal, local or of any person whomsoever whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations of any person, firm or company and to guarantee the repayment of loan with interest availed from Financial institution/s, Banks, Private Financiers, availed by any person, company, firm, society, trust or body corporate.

16. To guarantee or become liable for the performance of the obligations and the payment of interest on any debentures or securities of any company, corporation or association or a persons in which such guarantees may be considered beneficial or advantageous, directly or indirectly to further the objects of the Company or the interest of the members.

17. Subject to the provisions of The Companies Act, 2013 to accumulate funds and to invest or deal in with and invest money belonging to the Company in any

deposits, shares, stocks, debentures, debenture-stocks, kinds obligations, or securities by original subscription, participation in syndicates having similar objects and to tender, purchase, exchange and to subscribe for the same and to guarantee the subscription thereof and to exercise and enforce all the rights and powers conferred by or incidental to the ownership thereof.

18. To open and operate current, overdrafts, loan, cash credit or deposit or any other type of accounts with any banks, company, firm, association or person.

19. To establish, continue and support or aid in the establishment of cooperative societies, association and other institutions, funds, trusts, amenities and conveniences calculated to benefit or indemnify or insure employees or ex-employees of the Company or Directors or ex-Directors of the Company or the dependants or connections of such persons and at its discretion to construct, maintain, buildings, houses, dwelling or chawls or to grant bonus, pensions and allowance and to make payments towards insurance and to pay for charitable or benevolent objects, also to remunerate or make donations by cash or other assets or to remunerate by the allotment of shares credited as fully or partly paid for services rendered or to be rendered in placing or assisting to place any shares in the Company?s capital or any debentures, debenture-stock or other securities of the company in or about the formation or promotion of the Company or for the conduct of its business.

20. To undertake, carry out, promote and sponsor rural or semi urban or urban

development including any programme for promoting the social and economic welfare or uplift of the public in any such area and to incur any expenditure on any programme of rural, semi-urban and urban development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner.

21. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for the discharging of social and moral responsibilities of the Company to the public or any section of the public as also any activities to promote national welfare or social, economic and without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activities for publication of any books, literature, news-papers or for organizing lectures or seminars likely to advance these objects or for giving merit awards or scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, funds or trusts having any one of the aforesaid objects as one of its objects by giving donations and/or contributions, subsidies and/or grants or in any other manner.

22. To donate, gift, contribute, subscribe, promote, support or aid or assist or guarantee money to charitable, benevolent, religious, scientific, national, public or to other institutions, funds or objects, or for any public, general or other objects and to accept gifts, bequests devices and donations from any firm, company or persons as may be thought

appropriate or conducive to the interest of the Company.

23. To create any depreciation fund, reserve funds, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures, redeemable preference shares or gratuity or pension or for any other purpose conducive to the interest of the Company.

24. Subject to Section 123 or any other related section of the Companies Act, 2013, to place, reserve, distribute, as dividend or bonus or to apply as the Company may from time to time determine any moneys received in payment of dividend or money arising from the sale of forfeited shares or any money received by way of premium on shares or debentures issued at a premium by the Company.

25. To engage, employ, train, either in India or elsewhere, suspend and dismiss any agents, managers, superintendents, assistants, clerks, coolies other employees and to remunerate any such persons at such rate as shall be thought fit and to grant pensions or gratuities to any such person or to his widow or children and generally to provide for the welfare of employees.

26. To refer or agree to refer any claims, demands, disputes or any other questions by or against company or in which the company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the Company and third party to arbitration in India or at any place outside India and to observe, perform and to do all

acts, deeds, matters and things to carry out or enforce the awards.

27. To use trademarks, trade names or brand names for the business activities products and goods and adopt such means of making known the business and products in which the company is dealing as may seem expedient and in particular by advertising on radio, television, newspapers, magazines, periodicals, by circulars, by opening stalls and exhibition, by publication of books and periodicals, by distributing samples and by ranting prizes, rewards and awards.

28. To undertake the payment of all rent and the performance of all covenants, contracts, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or acquired by the Company.

29. To become members of or to enter into any agreement with any institution, association or company carrying on or which may carry on research and other scientific work of investigation in connection with any business of Company or other trades or industries allied therewith or ancillary thereto and to acquire shares in any such institutions, association or company and contribute towards the capital or funds, thereof.

30. To undertake and execute any trust which may be beneficial to the Company directly or indirectly.

31. To ensure properties, assets, undertakings, contracts, guarantees, liabilities, risks or obligations of the Company of every nature and kind.

32. To receive donations, gifts, contributions, subsidies,

grants, and other mode of receipts of money for the furtherance of the objects of the Company.

33. To invest the funds of the Company not immediately required in Government or Semi Government corporations, companies or firms.

34. To pay a share in the profit of the company or commission to brokers, sub-agents, agents or any other company, firm or person including the employees of the Company as may be thought fit for services rendered to the Company.

35. To employ experts, to investigate and examine into the conditions prospects, value character and circumstances of any business concerns and undertaking and generally of any assets, concessions, properties and/or rights.

36. To open establish, maintain and to discontinue in India or overseas any offices, branch offices, regional offices, trade centers, exhibition centers, liaison offices and to keep local or resident representative in any part of the world for the purpose of promoting the business of the company.

37. To enter into arrangement for technical collaboration and/or other form of agreement including capital participation with a foreign or Indian company for the purpose of manufacture, quality control and product improvements and for marketing of the products which the Company is empowered to manufacture and/or market and to pay or to receive for such technical assistance or collaborations, royalties or other fees in cash or by allotment of shares of the Company credited as paid up or

issue of debentures or debentures-stock, subject to the provisions of laws for the time being in force.

38. To secure contracts for supply of the products manufactured by the company to military, civil and other departments of the government or semi-government bodies, corporations, public or private contracts, firms or persons and to recruit trained persons including persons retired from defense, police, military and paramilitary forces to employ detectives.

39. To take part in the management, supervision and control of the contracts, rights, turnkey jobs, operations or business of any company or undertaking entitled to carry on the business which the company is authorised to carry on.

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

5 Every member of the company undertakes to contribute:

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding * [ ] rupees.

(iii) The share capital of the company is [100000] rupees, divided into

10000	Equity Share	Shares of	10	Rupees each	

6

☐ We, the several persons, whose names and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:

☐ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details					
S. No.	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	**No. of shares taken**	**DSC**	**Dated**
1	NIKUNJ JAYANTILAL RABARA S/o. Jayantilal Parsotambhai Rabara Residing At: Flat ? D 604, 6TH Floor, Pearl Avenue, Opp. Crystal Mall or Rani Tower, Off. Kalawad Road, Behind Sayaji Hotel, Rajkot - 360005 (Gujarat) India. Occupation: Business	0*6*5*4*	4900 Equity,0 Preference	RABARA NIKUNJ JAYANTILAL Digitally signed by RABARA NIKUNJ JAYANTILAL Date: 2026.08.27 18:20:46 +05'30'	27/08/2026
2	ANITA NIKUNJ RABARA D/o. Jamanbhai Manjibhai Sureja Residing At: Flat ? D 604, 6TH Floor, Pearl Avenue, Opp. Crystal Mall or Rani Tower, Off. Kalawad Road, Behind Sayaji Hotel, Rajkot - 360005 (Gujarat) India. Occupation: Housewife	0*6*5*4*	5100 Equity,0 Preference	RABARA ANITA NIKUNJ Digitally signed by RABARA ANITA NIKUNJ Date: 2026.08.27 18:27:59 +05'30'	27/08/2026
Total shares taken			10000 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**
FCS	NIRAV DAHYABHAI VEKARIYA	S/o. Dahyabhai Ravjibhai Vekariya Having Office at: 1116, RK Supreme, Opp. Twin Star, Nana Mava Circle, 150 Feet Ring Road, Rajkot - 360004 (Gujarat) India Occupation: Practising Company Secretary	1*6*0		27/08/2026

7 Shri / Smt _____ _____ Of _____ resident of _____ aged _____ years shall be the nominee in the event of death of the sole member.

Form No. INC-34

e-AOA (e-Articles of Association)

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]



Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

Table applicable to company as notified under schedule I of the Companies Act, 2013 *(F, G, H)*	F
Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to *(F – a company limited by shares G– a company limited by guarantee and having a share capital H – a company limited by guarantee and not having share capital)*	F - A COMPANY LIMITED BY SHARES
The name of the company is	RABARA INDIA PRIVATE LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
☐	☑		• (1) In these regulations -- (a) the Act means the Companies Act 2013 (b) Private Company means a company which within the meaning ofSection 2 (68) having minimum paid up share capital as may be prescribed andwhich by its articles(i) Restricts the right to transfer its shares(ii) Limits the number of its membersto two hundredProvided that where two or morepersons hold one or more shares in a company jointly they shall for thepurposes of this clause be

		I	treated as a single memberProvided further that(A) persons who are in the employmentof the company and(B) persons who having been formerlyin the employment of the company were members of the company while in thatemployment and have continued to be members after the employment ceased shallnot be included in the number of members and(iii) prohibits any invitation to thepublic to subscribe for any securities of the company (2) Unless the context otherwise requireswords or expressions contained in these regulations shall bear the same meaningas in the Act or any statutory modification thereof in force at the date atwhich these regulations become binding on the company.
			Share Capital and Variation of rights
☐	☐	II 1	• Subject to the provisions of the Act and these Articles the shares in the capital of the company shall be under the control of the Directors who may issue allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
☐	☐	2	• Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided one certificate for all his shares without payment of any charges or several certificateseach for one or more of his sharesupon payment of twenty rupees for each certificate after the first. Every certificate shall be under the seal and shall

			specify the shares to which it relates and the amount paid - up thereon. In respect of any share or shares held jointly by several persons the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
☐	☐	3	• If any share certificate be worn out defaced mutilated or torn or if there be no further space on the back for endorsement of transfer then upon production and surrender thereof to the company a new certificate may be issued in lieu thereof and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. The provisions of Articles(2) and(3) shall mutatis mutandis apply to debentures of the company.
☐	☐	4	• Except as required by law no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
☐	☐		• The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made

			thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
☐	☐	6	• If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of section 48 and whether or not the company is being wound up be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
☐	☐	7	• The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
☐	☐	8	• Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.

			Lien
☐	☐	9	• The company shall have a first and paramount lienon every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and on all shares (not being fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the companyProvided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. The companys lien if any on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
☐	☐	10	• The company may sell in such manner as the Board thinks fit any shares on which the company has a lienProvided that no sale shall be madea unless a sum in respect of which the lien exists is presently payable or b until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
☐	☐	11	• To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

☐	☐	12	• The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue if any shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the shares at the date of the sale.
			Calls on shares
☐	☐	13	• The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed timesProvided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. Each member shall subject to receiving at least fourteen days notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed at the discretion of the Board.
☐	☐	14	• A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
☐	☐	15	• The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
☐	☐	16	• If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time

			of actual payment at ten per cent per annum or at such lower rate if any as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.
☐	☐	17	• Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum all the relevant provisions of these regulations as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
☐	☐	18	• The Board - a. may if it thinks fit receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him andb. upon all or any of the monies so advanced may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding unless the company in general meeting shall otherwise direct twelve per cent per annum as may be agreed upon between the Board and the member paying the sum in advance.
			Transfer of shares
☐	☐	19	• The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

☐	☐	20	• The Board may subject to the right of appeal conferred by section 58 decline to register the transfer of a share not being a fully paid share to a person of whom they do not approve or any transfer of shares on which the company has a lien.
☐	☑		• The Board may decline to recognise any instrument of transferunless --(a) the instrument of transfer is in the form as prescribed inrules made under sub-section (1) of section 56(b) the instrument of transfer is accompanied by the certificateof the shares to which it relates and such other evidence as the Board mayreasonably require to show the right of the transferor to make the transferand(c) the instrument of transfer is in respect of only one classof shares.PROCEDURE OF TRANFER OF SHARES (I) Restriction on transferof shareSave as hereinafter provided no share shall be transferred to aperson who is not a member of Company so long as any Member or any personselected by the Directors as one whom it is desirable in the interest of theCompany to admit to membership is willing to purchase the same at the fairvalue.(II) Directors discretion to decline registration of anytransferThe Directors may at any time in their absolute and uncontrolleddiscretion and without assigning any reason whatsoever decline or acknowledgeany proposed transfer of shares and their power or discretion to refuse suchtransfer shall not be affected by the fact that the proposed transferee isalready a registered member of the Company. Without prejudice to the generalityof the aforesaid power the Directors may in particular so decline in any casein which the Company has a lien upon the shares or any of them or whilst anyshareholder executing the transfer is either alone or jointly with any personor persons indebted to the Company on any account whatsoever or

		whilst anymoneys in respect of the shares desired to be transferred or any of themremain unpaid or unless the transferee is approved by the Board. Theregistration of the Transfer shall be conclusive evidence of the approval ofthe transferee by the Board.(III) Transfer of shares how to be madeThe person proposing to transfer any share hereinafter calledproposing transferor shall give notice to the Board in writing hereinaftercalled the Notice to the Company that he desires to transfer the same. Suchnotice shall specify the sum he fixes as the fair value of the shares andshall constitute the Directors as agent for the sale of the shares to anymember of the Company or person selected as aforesaid willing to purchase theshares hereinafter called the Purchasing Member at a price so fixed or atthe option of the purchasing member at the fair value to be fixed by theauditor or chartered accountant. A transfer notice may include several classesand in such case it would operate as if it were a separate notice of eachshare. A transfer notice shall not be revoked except with the sanction of theDirectors.(iv) Shares comprised in the transfer notice how to be dealt theshares comprised in any transfer notice shall be dealt with as under a The Board shallforthwith give notice to all the members of the company and specify the priceof the shares to be sold and invite each of them to state in writing within 7days from the date of the said notice whether he is willing to purchase any andif so what maximum number of the said shares. b After the expirationof said 7 days the Board shall allocate the said shares comprised in thetransfer notice to or amongst the members or member who shall have expressedtheir or his willingness to purchase as aforesaid but so that in case ofcompetition they shall rank for acceptance pari-pasu in proportion to sharesheld by them and if any shares

	21	cannot be apportioned such shares shall beoffered to them in order determined by lot and directors shall cause such lotsto be drawn accordingly. c If shares are nottaken up by the person to whom they are offered in accordance with theforegoing provisions and the company finds a purchasing member within the spaceof three months after the expiration of the said 7 days it shall give noticethereof to the purchasing member and proposing transferor who shall be boundupon payment of fair value as fixed in accordance with Article 17 hereof totransfer the shares to such purchasing member or members.(v) Fair value of the shares to be fixed by the AuditorThe fair value of the shares shall be the fair value fixed bythe Directors. If the purchasing member wants that the fair value of the sharesnotified for the transfer shall be fixed by the Auditor of the Company theDirectors shall refer the matter to the Auditors of the Company and Auditorsshall certify in writing the sum which in their opinion is the fair value andwhile so certifying the Auditors shall be considered to be acting as expertsand not as arbitrators and accordingly the provisions of the Indian ArbitrationAct shall not apply.vi) Procedure whenproposing transferor makes default in transferring(a) In any case where the proposing transferor after havingbecome bound as aforesaid makes default in transferring the Directors mayreceive the purchase money and the proposing transferor shall be deemed to haveappointed any one Director or the Secretary of the Company as his agent toexecute transfer of shares to the purchasing members and upon the execution ofsuch transfer the Company shall hold the purchase money in trust for proposingtransferor. The receipt of the Company for the purchase money shall be a gooddischarge to the purchasing member and after his name being entered in theRegister of Members in

		purported exercise of the aforesaid power the validityof the proceedings shall not be questioned by any person. b If shareCertificateCertificates in respect of the shares transferred as mentionedabove isare not delivered to the Company by the former holder of suchshareshares the Directors may issue new Certificates for such sharesharesdistinguishing it in such manner as they may think fit from thecertificatecertificates not so delivered. (vii) Right of theproposing transferor when the Company does not find a purchasing memberIf the Directors shall not within the space of the said threemonths find a purchasing member after giving notice in the aforesaid mannerthe proposing transferor shall at any time within three months afterwards be atliberty subject to Article 16 hereof to sell and transfer the shares to anyperson and at a price not less than the fair value as fixed in accordance withArticle 19 hereof.(ix) Registration of transfer not to apply for certain transferSubject to the power of Directors in this behalf as mentioned inArticle 16 hereof any share may be transferred by a member to his spouse orlineal descendants the restrictions in the preceding Articles hereto shall notapply to any transfer made by virtue of this Article. (x) Directors right totransfer shares of deceased membersAny person becoming entitled to any share in consequence ofdeath or insolvency of any sole holder thereof or in any way otherwise than bytransfer upon producing such evidence of his title thereto may with theconsent of directors which they shall not be under any obligation to give beregistered as a member in respect of such shares provided the Board shall havethe right to decline registration as it would have had if the deceased orinsolvent member had transferred the shares before his death or insolvency. (xi) Directors may callfor transfer of the shares of the deceased a If any member diesthe Board may call the

			heirs or the executors or the administrators of suchdeceased member to transfer the shares of the deceased to some person to beapproved by the Board at the fair value of the shares and if the heirs or theexecutors or the administrators do not comply forthwith such requisition theyshall be deemed to have served to the Company with a transfer notice underArticle 18 and the provisions of that Article and the subsequent Articles shallapply thereon operate.b On the death of anyjoint holders the survivor or survivors of them shall be the only person orpersons recognized by the Company as having any title to the shares but theDirectors may require such evidence of death as they may think fit and nothingherein contained shall be deemed to release estate of the joint holder with anyother persons. c The executors or administrators ofdeceased members shall be the only persons recognised by the Company as havingany title to his shares and the Company shall not be bound to recognize suchexecutors or administrators or other legal representation as the case may befrom a duly constituted Court in India. Provided nevertheless that it shall belawful for the Directors in its absolute discretion to dispose with productionof Probate or Letter of Administration or such other legal representation uponsuch terms as to indemnity or otherwise as the Directors may deem fit.
☐	☐	22	• On giving not less than seven days previous notice in accordance with section 91 and rules made thereunder the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determineProvided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

			Transmission of shares
☐	☐	23	• On the death of a member the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder shall be the only persons recognised by the company as having any title to his interest in the shares Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
☐	☐	24	• Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect either to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent member could have made. The Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or insolvent member had transferred the share before his death or insolvency.
☐	☐	25	• If the person so becoming entitled shall elect to be registered as holder of the share himself he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the share he shall testify his election by executing a transfer of the share. All the limitations restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member

			had not occurred and the notice or transfer were a transfer signed by that member.
☐	☐	26	• A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.
☑	☐	27	• In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company.
			Forfeiture of shares

☐	☐	28	• If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Board may at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.
☐	☐	29	• The notice aforesaid shall name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and state that in the event of non-payment on or before the day so named the shares in respect of which the call was made shall be liable to be forfeited.
☐	☐	30	• If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Board to that effect.
☐	☐	31	• A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.At any time before a sale or disposal as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit.
☐	☐	32	• A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding the forfeiture remain liable to pay to the company all monies which at the date of forfeiture were presently payable by him to the company in respect of the shares. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

☐	☐	33	• A duly verified declaration in writing that the declarant is a director the manager or the secretary of the company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share The company may receive the consideration if any given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of The transferee shall thereupon be registered as the holder of the share and The transferee shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share.
☐	☐	34	• The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.
			Alteration of capital
☐	☐	35	• The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution.
☐	☐	36	• Subject to the provisions of section 61 the company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger amount than its existing shares convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-

			up shares of any denomination sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.
☐	☐	37	• Where shares are converted into stock the holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit Provided that the Board may from time to time fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose. the holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the companyand other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in shares have conferred that privilege or advantage. such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words share and shareholder in those regulations shall include stock and stock-holder respectively.
☐	☐	38	• The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law it share capital any capital redemption reserve account or any share premium account.

			Capitalisation of profits
☐	☐	39	• The company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the companys reserve accounts or to the credit of the profit and loss accountor otherwise available for distribution and that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions. The sum aforesaid shall not be paid in cash but shall be applied subject to the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively paying up in full unissued shares of the company to be allotted and distributed credited as fully paid-up to and amongst such members in the proportions aforesaid partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B) A securities premium account and a capital redemption reserve account may for the purposes of this regulation be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
☐	☐		• Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any and generally do all acts and things required to give effect thereto. The Board shall have power to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it

		40	thinks fit for the case of shares becoming distributable in fractions and to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation or as the case may require for the payment by the company on their behalf by the application thereto of their respective proportions of profits resolved to be capitalised of the amount or any part of the amounts remaining unpaid on their existing shares Any agreement made under such authority shall be effective and binding on such members
			Buy-back of shares
☐	☐	41	• Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force the company may purchase its own shares or other specified securities.
			General meetings
☐	☑	42	• All general meetings other than annual general meeting shall becalled extraordinary general meeting.(a) Notice of meetingAny General Meeting may be called by giving to the members sevendays notice or a shorter notice than of seven days if consent is accordedthereto by members of the Company holding not less than 60 percent of the paidup share capital of the Company and it shall not be necessary to annex anyexplanatory statement to the notice.(b) Quorum at General MeetingTwo members personally present shall be a quorum of any GeneralMeeting of the Company.(c) Voting RightOn a show of hands every member holding equity shares present inperson shall have one vote. On a

			poll every such member present in person or byproxy shall have one vote for each share held by him.(d) Proxy Amember may appoint another member as his proxy to attend and vote instead ofhimself but a non-member shall not be so appointed and provisions of section105 shall not apply to the Company.
☐	☐	43	• The Board may whenever it thinks fit call an extraordinary general meeting. If at any time directors capable of acting who are sufficient in number to form a quorum are not within India any director or any two members of the company may call an extraordinary general meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board.
			Proceedings at general meetings
☐	☐	44	• No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103.
☐	☐	45	• The chairperson if any of the Board shall preside as Chairperson at every general meeting of the company.
☐	☐	46	• If there is no such Chairperson or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting the directors present shall elect one of their members to be Chairperson of the meeting.
☐	☐	47	• If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting

			the members present shall choose one of their members to be Chairperson of the meeting.
☑	☐	48	• In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118 such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member.
			Adjournment of meeting
☐	☐	49	• The Chairperson may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as provided in section 103 of the Act it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
			Voting rights
☐	☐	50	• Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

☐	☐	51	• A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
☐	☐	52	• In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders.For this purpose seniority shall be determined by the order in which the names stand in the register of members.
☐	☐	53	• A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll vote by proxy.
☐	☐	54	• Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll.
☐	☐	55	• No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
☐	☐	56	• No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.
			Proxy

☐	☐	57	• The instrument appointing a proxy and the power-of-attorney or other authority if any under which it is signed or a notarised copy of that power or authority shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
☐	☐	58	• An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
☐	☐	59	• A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is givenProvided that no intimation in writing of such death insanity revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			Board of Directors
☐	☑	60	• The number of the directors and the names of the first directorsshall be determined in writing by the subscribers of the memorandum or amajority of them.FIRSTDIRECTORS OF THE COMPANY ARE (1) RABARANIKUNJ JAYANTILAL DIN 08695148 (2) RABARA ANITANIKUNJ DIN 08695149
☐	☐		• The remuneration of the directors shall in so far as it consists of a monthly payment be deemed to accrue

		61	from day-to-day. In addition to the remuneration payable to them in pursuance of the Act the directors may be paid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company or in connection with the business of the company.
☐	☐	62	• The Board may pay all expenses incurred in getting up and registering the company.
☐	☐	63	• The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
☐	☐	64	• All cheques promissory notes drafts hundis bills of exchange and other negotiable instruments and all receipts for monies paid to the company shall be signed drawn accepted endorsed or otherwise executed as the case may be by such person and in such manner as the Board shall from time to time by resolution determine
☐	☐	65	• Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
☐	☐	66	• Subject to the provisions of section 149 the Board shall have power at any time and from time to time to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the

			company as a director at that meeting subject to the provisions of the Act.
			Proceedings of the Board
☐	☑	67	• (i)The Board of Directors may meet for the conduct of business adjourn andotherwise regulate its meetings as it thinks fit.(ii)A director may and the manager or secretary on the requisition of a directorshall at any time summon a meeting of the Board. (iii)Any Board Meeting may be called by giving to the directors 1 (one) daysnotice.
☐	☐	68	• Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote.
☐	☐	69	• The continuing directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum or of summoning a general meeting of the company but for no other purpose.
☐	☐	70	• The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the directors present may choose one of their number to be Chairperson of the meeting.

☐	☐	71	• The Board may subject to the provisions of the Act delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
☐	☐	72	• A committee may elect a Chairperson of its meetings. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the memberspresent may choose one of their members to be Chairperson of the meeting.
☐	☐	73	• A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in case of an equality of votes the Chairperson shall have a second or casting vote.
☐	☐	74	• All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
☐	☐	75	• Save as otherwise expressly provided in the Act a resolution in writing signed by all the members of the Board or of a committee thereof for the time being entitled to receive notice of a meeting of the Board or committee shall be valid and effective as if it had been

			passed at a meeting of the Board or committee duly convened and held.
☑	☐	76	• In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118 such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☐	77	• Subject to the provisions of the Act A chief executive officer manager company secretary or chief financial officer may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any chief executive officer manager company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board A director may be appointed as chief executive officer manager company secretary or chief financial officer
☐	☐	78	• A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer.
			The Seal
☑	☐		• The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the

			Board or of a committee of the Board authorised by it in that behalf and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			Dividends and Reserve
☐	☐	80	• The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.
☐	☐	81	• Subject to the provisions of section 123 the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
☐	☐	82	• The Board may before recommending any dividend set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the company may be properly applied including provision for meeting contingencies or for equalizing dividends and pending such application may at the like discretion either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may from time to time thinks fit. The Board may also carry forward any profits which it may consider necessary not to divide without setting them aside as a reserve
☐	☐		• Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid or

		83	credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
☐	☐	84	• The Board may deduct from any dividend payable to any member all sums of money if any presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
☐	☐	85	• Any dividend interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
☐	☐	86	• Any one of two or more joint holders of a share may give effective receipts for any dividends bonuses or other monies payable in respect of such share.
☐	☐	87	• Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the

			manner mentioned in the Act.
☐	☐	88	• No dividend shall bear interest against the company.
			Accounts
☐	☐	89	• The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors. No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.
			Winding up
☐	☐	90	• Subject to the provisions of Chapter XX of the Act and rules made thereunder If the company shall be wound up the liquidator may with the sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the company whether they shall consist of property of the same kind or not. For the purpose aforesaid the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
			Indemnity

☐	☐	91	• Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
			Others
☐	☑	92	• POWER TO BORROW The Board may from time to time for the purpose of theCompanys business raise or borrow or secure the payment of any sum or sums ofmoney in excess of the aggregate of paid up capital of the Company and its freereserves in addition to temporary loans if any obtained from the Companysbankers as they in their discretion deem fit and proper. Any such money may beraised or the payment or repayment thereof may be secured in such manner andupon such terms and conditions in all respect as the Board may think fit bypromissory notes or by opening loan or current accounts or by receiving depositsand advances with or without interest with or without security or otherwise andin particular by the issue of bonds perpetual or redeemable debentures stocksof the Company charged upon all or any part of the property of the Companyboth present and future including its uncalled capital for the time being orby mortgaging or charging or pledging any lands buildings machinery plantgoods or other property and securities of the company or by other means as theBoard deems expedient.SECRECY CLAUSE(a)Subject to the provisions of Companies Act 2013 no member shall be entitled tovisit or inspect any work of the Company without the permission of theDirectors Managing Directors or Secretary or to require inspection of anybooks of accounts or documents of the Company or any discovery

			of anyinformation or any detail of the Companys business or any other matter whichis or may be in the nature of a trade secret mystery of secret process orwhich may relate to the conduct of the business of the company and which in theopinion of the Directors or the Managing Director will be inexpedient in thecollective interests of the members of the company to communicate to the publicor any member.(b) Every Director manager secretary auditortrustee member of committee officer servant agent accountant or otherperson employed in the business of the company will be upon entering his dutiespledging himself not to reveal any of the matters which may come to hisknowledge in the discharge of his duties except when required so to do by theDirectors or by any meeting or by a court of law and except so far as may benecessary in order to comply with any of the provisions in these presentscontained.APPLICABILITY OF VARIOUS EXEPMPTION RELAXATION CLAUSE Thecompany shall be eligible for the exemption and relaxations granted to theprivate companies under various provisions of the Companies Act 2013 whether mentionedin this form or not at the time of incorporation or any other upcomingexemptions or relaxation in future which are not availed in the article of thecompany.

Subscriber Details

S. No.	Subscriber Details

	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated
1	NIKUNJ JAYANTILAL RABARA S/o. Jayantilal Parsotambhai Rabara Residing At: Flat ? D 604, 6TH Floor, Pearl Avenue, Opp. Crystal Mall or Rani Tower, Off. Kalawad Road, Behind Sayaji Hotel, Rajkot - 360005 (Gujarat) India Occupation: Business	0*6*5*4*	RAJKOT	RABARA NIKUNJ JAYANTILAL Digitally signed by RABARA NIKUNJ JAYANTILAL Date: 2026.08.27 18:21:28 +05'30'	27/08/2026
2	ANITA NIKUNJ RABARA D/o. Jamanbhai Manjibhai Sureja Residing At: Flat ? D 604, 6TH Floor, Pearl Avenue, Opp. Crystal Mall or Rani Tower, Off. Kalawad Road, Behind Sayaji Hotel, Rajkot - 360005 (Gujarat) India. Occupation: Housewife	0*6*5*4*	RAJKOT	RABARA ANITA NIKUNJ Digitally signed by RABARA ANITA NIKUNJ Date: 2026.08.27 18:42:06 +05'30'	27/08/2026

Signed before me						
Name Prefix *(ACA/FCA/ACS/FCS/ACMA/FCMA)*	***Name of the witness**	***Address, Description and Occupation**	***DIN / PAN / Passport number / Membership**	***Place**	**DSC**	**Dated**

FCS	NIRAV DAHYABHAI VEKARIYA	S/o. Dahyabhai Ravjibhai Vekariya Having Office at: 1116, RK Supreme, Opp. Twin Star, Nana Mava Circle, 150 Feet Ring Road, Rajkot - 360004 (Gujarat) India Occupation: Practising Company Secretary	1*6*0	RAJKOT	Nirav Dahyabhai Vekariya Digitally signed by Nirav Dahyabhai Vekariya Date: 2026.08.27 18:42:50 +05'30'	27/08/2026