



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 SHREYAS FABTECH LIMITED is incorporated on this Fourth day of October Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U28999MH2022PLC391593.

The Permanent Account Number (PAN) of the company is **ABJCS5179D** *

The Tax Deduction and Collection Account Number (TAN) of the company is **NSKS33818B** *

Given under my hand at Manesar this Fourth day of October Two thousand twenty-two .



Digital Signature Certificate
SHIVARAJ C RANJERI
ASST. 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 www.mca.gov.in

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

SHREYAS FABTECH LIMITED

Plot No.H37, MIDC Ambad, Nashik, Nashik, Maharashtra, India, 422010



* as issued by the Income Tax Department

[Pursuant to Schedule I (see sections 4 and 5) to the Companies Act, 2013] FORM NO. INC-33

SPICE+MOA
(e-Memorandum of Association)

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

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Table A- MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

1. The Name of the Company is

SHREYAS FABTECH LIMITED

2. The Registered office of the company will be situated in the state of

Maharashtra-MH

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

To manufacture, produce, formulate, pack, repack, process, design, develop, assemble, install, improve, treat, alter, solder, weld, joint, cut, coat, manipulate, fabricate, mix, job work, purify, refine, use, acquire, engineer, smelt, maintain, repair, service, preserve, trade, market, distribute, promote, exhibit, hold, buy, sell, resell, import, export, merchant, advice, train and act as broker, agent, shipper, designer, representative, franchiser, consultant, collaborator, contractor, job worker, fabricator, liaisoner, stockist, dealer in any manner whatsoever in India or abroad all types, kinds, grades, specifications, descriptions, applications, modalities, fashions, including by-products of engineering products including metal pressing/parts, steel fabrication, structure fabrication, general fabrication, parts of telecommunication towers, parts of weigh bridge, parts of wind mill, M.S. casting.

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

1. To do the business as manufactures, processors, assemblers, erectors, converters, processors, fabricators, installers, suppliers, traders, stockiest, importers, exporters, designers, repairers, conveyors, escalators, fabricators, dealers, elevators, reconditioners, buyers, sellers, distributors, agents, job-workers of and to process, design, erect, install, repair, maintain, operate, deal, buy and sell, supply distribute and deal on wholesale or retail basis all types, kinds and levels of medical equipments, machines, scanners, accessories, tools, instruments, parts, accessories and spares thereof.

2. To take on lease, rent, hire, construct, build, establish, erect, promote, undertake, acquire, own, operate, equip, manage, renovate, recondition, maintain and run office, factory, workshop, service centre for all types of equipment, their parts, components in tune with furtherance of main object of the company.

3. To employ, engage, hire technical experts, technical staff, quality control and analysis professionals for processing and providing solutions in connection with main activity of the company.

4. To establish and maintain information system to provide reliable information exchange of knowledge, experiences, research findings, training standards, and innovations in the main object of company.

5. To edit, print, publish, distribute, sell the books, manuals, booklets, brochures, catalogues, journals, periodicals and Compact Discs (CDs), Video Compact Discs (VCDs), DVD useful in line with for promotion of main objects of the company.

6. To design, develop, maintain, operate, own, establish, host, provide, create websites, Portal Sites, software, applications, helpline, telephonic support, SMS support, Premium Web content, intelligent links, quality optimization & competitive search engine for promoting objects of the company and to offer online counseling and other services which is feasible by using internet or any other such international networks for furtherance of the main object of the company.

7. To seek recognition, collaborations and to do tie ups, joint ventures, franchise, affiliations, associations co-operations with institutions,

bodies, governments, companies, corporate, individual in India and abroad for fulfillment of the objectives of the company.

8. To establish quality control department, research and development centers for scientific and technical research, experiments and tests of all kinds and to utilize and to exploit the result of the scientific and industrial researches and to get patent rights in respect of discoveries, inventions, improvements and processes developed by the company.

9. To take on lease, rent, hire, construct, build, establish, erect, promote, undertake, acquire, own, operate, equip, manage, renovate, recondition, maintain and run warehouses, godowns, storages, multi storage buildings, for carrying out the main object of the company in India or abroad.

10. To take over the management, supervision and control of the business or operations of any sole proprietary concern, firm, company or limited liability partnership firm having similar object.

11. To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, or which the Company shall considered to be preliminary, including therein the costs of advertising, printing the stationery and expenses attendant upon the formation of agencies, branch offices.

12. To insure with any person or company against losses, damages, risks and liabilities of any kind, which may affect the Company and properties, assets, undertaking and belongings of the company, either wholly or partially as board of directors deem fit.

13. To appoint, establish trusts to hold securities on behalf of and to protect the interests of the company.

14. To acquire from time to time and to deal in all such stock and trade, goods, chattels and effects as may be necessary or convenient for business for the time being carried on by the company.

15. To repair, alter, re-model, clean, renovate, manipulate and prepare for re-sell any goods, materials from time to time belonging to the company.

16. To take part in the formation, supervision or control of the business or operations of any company or undertaking having similar objects, and for that purpose to act as an issue house, registrars and share transfer agents, financial advisers or technical consultants or in any other capacity, and to appoint and remunerate any Directors, Administrators or Accountants or other experts and agents.

17. To guarantee the payment of money and performance of contract or engagements entered into by any company or person, and to secure the payment of money and performance of any contracts or engagements entered into by this Company, and to discharge any debt or otherwise, obligation of or binding upon this Company by mortgage or charge upon all or any part of the undertaking, property and rights of the Company (either present or future or both), including its uncalled capital or by the creation of issue of debentures, debenture stocks or other securities or by any other means.

18. To enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise, or any person, firm or company that may seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, person, firm, or company any rights, privileges, charter, contracts, licenses, and concessions which the Company may think fit and desirable to obtain, and to carry out exercise, and comply therewith.

19. To purchase, take on lease or in exchange, hire or otherwise, acquire any immovable or movable property and rights or privileges which the Company may think necessary or convenient for the purposes of its main business and, in particular, land, buildings, easements, machinery and plant and either to retain any property, so acquired for the purposes of the Company's business or to turn the same to account as maybe expedient.

20. To exercise all or any of its corporate powers, rights and Privileges and to conduct its business in all or any of its branches in the Union of India and in any or all states, territories, possessions colonies and dependencies thereof and in any or all foreign countries and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient.

21. To sell, lease, grand licenses, easements and other rights over and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company.

22. To let on lease or on hire-purchase system or to lend or otherwise dispose of any immovable or moveable property belonging to the Company.

23. To pay out of the funds of the Company all expenses which the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company or the issue of its capital debentures and other negotiable or transferable instruments including brokerage and commissions for obtaining applications for or taking placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.

24. To draw, make, accept, endorse, discount, execute and issue bills of Exchange, promissory notes, bills of lading, warrants, or securities.

25. To apply for, purchase or otherwise acquire and protect and renew in any part of the world any patents, rights, brevets d'invention, trade mark, designs, licenses, concession and the like conferring any exclusives or non-exclusives or limited right to their use, or any secret or other information as to any brevets any d'invention which may seem capable of being used for any of the purposes of the company or the acquisition of and to use, exercise, develop or grant licenses, in respect of on otherwise turn to account the property, rights, or information so acquired, and to expend money in experimenting upon and testing or improving any such patients, inventions or rights.

26. To receive money on deposit other than public deposits or loan and borrow or raise money in Such manner as per the provisions of section 73 read with Companies (Acceptance of Deposits) Rules, 2014 along with exemptions, exceptions, modifications, adaptations thereon and in particular by the issue of secured debentures, or debenture-stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets or undertaking of the Company (both present and future), including its uncalled capital, and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company or any other person or company or limited liability partnership firm or of any obligation undertaken by the Company or any other person or company or limited liability partnership firm as the case and to accept unsecured loans from directors, promoter and their relatives, Security Deposit from employees as per applicable provisions of Companies Act, 2013, RBI Act, 1934 and Rules and Regulations made there under along with exemptions, exceptions, modifications, adaptations thereon.
27. To advance money or to give credit to such persons or companies or limited liability partnership firm and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to guarantee the performance of any contractor obligation and the payment of money of or by any such persons or companies or limited liability partnership firm.
28. To appoint dealers distributors, agents, sub-agents, sub-contractors contractors, liaison officers, attorneys and persons as the office bearer of every designation, descriptions and trade and technical experts, foremen and skilled and unskilled labour for any of the purpose of the business of the Company.
29. To apply for, promote and obtain the registration or other recognition of the Company 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 for any acts of Parliament, laws, decrees, concessions, orders, rights or privileges that may seem conducive to the Company's objects.
30. To amalgamate, merge or to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint-venture, license of reciprocal concession or for limiting competition with any person or persons or company or companies carrying on or engaged in, or about to carry on or engage in, or being authorized to carry on or engage in any business or transaction which the Company is authorized to carry on or engage in or which can be carried on in conjunction therewith.
31. To open bank accounts of all nature, including overdraft account, and to operate the same and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and the other negotiable or transferable instruments, and to deal with all documents mercantile or otherwise, in the ordinary course of business.
32. To create any Depreciation Fund, Reserve Fund, Sinking Fund, Insurance Fund or any other Special Fund, whether for repairing, improving, extending or maintaining any of the property of the Company, or for any purpose conducive to the interests of the Company
33. To indemnify, reimburse officers, Directors and employees of the Company against proceedings, cases, damages, claims and demand in respect of anything done or ordered to be done for any loss, damages or misfortune, which shall happen in the execution of their duties.
34. To appoint Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested and to remunerate Managing Directors, Whole time Directors, Directors and other Officers of the Company, as decided by the Board of Directors, from time to time.
35. To invest any of the surplus money and funds of the Company, from time to time, with Government or in debentures or other securities for money issued by or on behalf of any Municipal body or of any Corporate body established in India under the authority of any Act or legislature established in India or in shares or securities or fixed deposits, or by way of loans on interest in any of the local banks or with any firms, companies or banks in such other securities, as may, from time to time, be determined by the Directors, and from time to time, sell or vary all such investments, and to execute all assignments, receipts and documents that may be necessary in that behalf.
36. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or super-annuation funds for the benefits of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or who are or were at any time Directors or Officers of the Company, or and the wives, widows, families and dependants of any such persons, and also establish and subsidize and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of, or to advance the interest and well-being of the Company, or an make payments to or towards the insurance of any such person as aforesaid, either alone or in conjunction with any such other Company as aforesaid and to establish agencies, branches, or appoint representatives in India and elsewhere for furtherance of the business of the Company, and regulate and discontinue same.
37. To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitous or otherwise.
38. To expend money in experimenting upon and testing, and in improving or seeking to improve, and giving publicity to and placing upon the market any products, which the Company may acquire or propose to acquire and to employ experts to investigate and examine into the conditions, prospects, values, charter and circumstances of any business, undertakings, and generally of any assets, property or rights.
39. To refer or agree to refer to arbitration, any claim, demand, dispute, legal proceedings or any other question, by or against the Company, or in which the Company is interested or concerned.
40. To incur debts and obligations for the conduct, and to purchase or hire goods, materials or machinery on credit or otherwise of the business of the Company.
41. To provide for the welfare of the directors, ex-directors, employees or ex-employees of the Company and the wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or by grants of money pensions, providing insurance, allowances, bonus or other payments or by creating, and from time to time, subscribing or contributing to provident or other associations, funds or trust, and by providing or subscribing or contributing towards places of instructions

and recreation hospitals and dispensaries, medical attendance and other assistance, as the Company 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, associations and object, which shall have any moral or other claim to support or aid by the Company, either by reason or locality of operations or of public and general utility otherwise.

42. Subject to provisions of the Companies Act, 2013 to place, to reserve or to distribute as bonus shares among the members or otherwise, to apply, the Company may, from time to time, think fit, any monies received by way of premium on shares or debentures issued at a premium by the Company, and monies received in respect of forfeiture shares and moneys arising from the sale by the Company of forfeited shares.

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. The share capital of the company is

1,000,000.00

 rupees, divided into,

100,000.00	Equity	shares of	10.00	rupees each	,and
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- 6 We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set 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 (Applicable in case of one person company):

S.No.	Subscriber Details					
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken	DSC	Dated	
1	Name: Mr. Shreyas Kantilal Patel S/o: Mr. Kantilal Ambalal Patel Address: MICASA, Street 5A, Serene Meadows, Gangapur Road, Nashik - 422013, Maharashtra, India. Occupation: Business	01638788	6,000	Equity	SHREYAS KANTILAL PATEL Digitally signed by SHREYAS KANTILAL PATEL Date: 2022.10.04 13:25:51 +05:30	04/10/22
				Preference		
2	Name: Mrs. Ushma Shreyas Patel D/o: Mr. Manubhai Hirabhai Patel Address: Micasa Bungalow, Street No. 5A, Off Gangapur Road, Near Wasan Bungalow, Serene Meadows, Anandwalli, Nashik - 422013, Maharashtra, India Occupation: House Wife	09344504	3,000	Equity	USHMA SHREYAS PATEL Digitally signed by USHMA SHREYAS PATEL Date: 2022.10.04 13:26:13 +05:30	
				Preference		
3	Name: Mr. Arjav Shreyas Patel S/o: Mr. Shreyas Kantilal Patel Address: Micasa, Street No. 5A, SRBI 41/1/5 6B, Near Serene Meadows, Gangapur Road, Nashik - 422013, Maharashtra, India Occupation: Business	08526312	200	Equity	ARJAV SHREYAS PATEL Digitally signed by ARJAV SHREYAS PATEL Date: 2022.10.04 13:29:24 +05:30	04/10/22
				Preference		
4	Name: Mr. Rakesh Vithalrao Deore S/o: Mr. Vithalrao Bhila Deore Address: Plot No. 41, No. 314 / 3 / 1 A, Damodhar Nagar, Near Sukan-E Row House, Pathardi Phata, Nashik - 422010, Maharashtra, India Occupation: Business	05122982	200	Equity	DEORE RAKESH VITHALRAO Digitally signed by DEORE RAKESH VITHALRAO Date: 2022.10.04 13:28:52 +05:30	04/10/22
				Preference		
5	Name: Mrs. Kshama Anil Bhatnagar D/o: Mr. Kantilal Ambalal Patel Address: A - 4 / 304, Mangal Nagar, Orchid, Yari Road, Versova, Andheri West, Mumbai - 400061, Maharashtra, India Occupation: Business	06988097	200	Equity	KSHAMA ANIL BHATNAGAR Digitally signed by KSHAMA ANIL BHATNAGAR Date: 2022.10.04 14:12:17 +05:30	04/10/22
				Preference		
6	Name: Mrs. Madhukanta Kantilal Patel D/o: Mr. Manilal Ishwarbhai Patel Address: Plot No.5/6-B, Mikasa Bungalow, Ganagapur Road, Near Serene Meadows, Anandwali, Sawarkar Nagar, Nashik - 422013, Maharashtra, India Occupation: House Wife	AVCPP1406G	200	Equity	MADHUKANTA KANTILAL PATEL Digitally signed by MADHUKANTA KANTILAL PATEL Date: 2022.10.04 14:13:44 +05:30	04/10/22
				Preference		
7	Name: Mr. Pankaj Ramniklal Pandya S/o: Mr. Ramniklal Vrajlal Pandya Address: B/3 Ganesh Bhuvan, South Pond Road, Near Nanavati Jain Temple, Vile Parle West, Mumbai-400056, Maharashtra, India. Occupation: Business	00001857	200	Equity	Pankaj Ramniklal Pandya Digitally signed by Pankaj Ramniklal Pandya Date: 2022.10.04 12:38:04 +05:30	04/10/22
				Preference		
Total Shares taken			10,000.00	Equity		
				Preference		

Signed before Me

Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated

ACS	Ganesh Sampat Bhandure	Mathura Farm, Near Jadhav Sankul, Ambad Link Rd, Satpur, Nashik - 422007 Occupation: Practicing Company Secretary	47958	GANESH H SAMPAT T BHAND URE Digitally signed by GANESH SAMPAT BHANDURE Date: 2022.10.04 13:35:17 +05'30'	04/10/22
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Modify

Check Form

*Table F as notified under schedule I of the companies Act, 2013 is applicable to the company

SHREYAS FABTECH LIMITED

A COMPANY LIMITED BY SHARES

Check if not applicable	Check if altered	Article No	Description
			<i>Interpretation</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>1) In these regulations -</p> <p>(a) "The Act" means the Companies Act, 2013, or any statutory modification or reenactment, clarifications and notification thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous Company law, so far as may be applicable.</p> <p>(b) "Beneficial Owner" means a person as defined by section 2(1)(a) of the Depositories Act, 1996.</p> <p>(c) "Debenture" includes debenture stock, bonds or any other instrument of the Company evidencing the debts whether constituting the charge on the assets of the Company or not.</p> <p>(d) "Depositories Act 1996" means The Depositories Act, 1996 and includes any statutory modification or re-enactment thereof for the time being in force.</p> <p>(e) "Depository" means and includes a Company as defined in section 2(1) (e) of The Depositories Act, 1996.</p> <p>(f) "Participant" means individual / institutions as defined under Section 2(1)(g) of the Depositories Act, 1996.</p> <p>(g) "Persons" include corporations and firms as well as individuals.</p> <p>(h) "Seal" means the common seal, for the time being, of the Company.</p> <p>(i) "Public Company" as per Section 2(71) of the Companies Act, 2013 means a company which, a) is not a private company; b) has a minimum paid-up share capital, as may be prescribed: Provided that a company which is a subsidiary of a company, not being a private company, shall be deemed to be public company for the purposes of this Act even where such subsidiary company continues to be a private company in its articles.</p> <p>(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.</p> <p>(3) Words importing the singular number include, where the context admits or requires, the plural number and vice versa.</p> <p>(4) Words importing the masculine gender also include the feminine gender.</p> <p>(5) The margin notes, if used or incorporated, or, after being used, removed, at any time thereafter, in these Articles shall not affect the construction hereof.</p>

		<p>(6) Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning so far as these Articles are concerned.</p> <p>(7) The Section number, with relation to the Act, referred to anywhere in these presents, may be deemed to have been replaced by such other number or numbers, as may, after the amendments or modifications effected in the Act or repeal of the Act and introduction of the new Act as such in its place, contain the relevant provisions, in the context or circumstances of that respective Article, as may be proper and justifiable and shall be interpreted in its true intention.</p>
		Share capital and variation of rights
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>II 1</p> <p>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.</p> <p>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. Company can issue the shares with differential voting rights subject to compliance of the rules made thereof.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>2</p> <p>(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, -</p> <p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.</p> <p>(ii) Every certificate shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by two directors or by a director and the company secretary, wherever the company has appointed a company secretary: provided that in case the company has a common seal it shall be affixed in the presence of the persons required to sign the certificate.</p> <p>(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>3</p> <p>(i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.</p> <p>(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>4</p> <p>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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>5</p> <p>(i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.</p> <p>(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.</p> <p>(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>6</p> <p>(i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.</p> <p>(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>7</p> <p>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.</p>

<input type="checkbox"/>	<input checked="" type="checkbox"/>	8	Subject to the provisions of section 55, any preference shares may, with the sanction of special 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
<input type="checkbox"/>	<input type="checkbox"/>	9	(i) The company shall have a first and paramount lien- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company: Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause. (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
<input type="checkbox"/>	<input type="checkbox"/>	10	The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: Provided that no sale shall be made- (a) unless a sum in respect of which the lien exists is presently payable; or (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
<input type="checkbox"/>	<input type="checkbox"/>	11	(i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer. (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
<input type="checkbox"/>	<input type="checkbox"/>	12	(i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
			Calls on shares
<input type="checkbox"/>	<input type="checkbox"/>	13	(i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares. (iii) A call may be revoked or postponed at the discretion of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	15	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
<input type="checkbox"/>	<input type="checkbox"/>	16	(i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine. (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
<input type="checkbox"/>	<input type="checkbox"/>	17	(i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
<input type="checkbox"/>	<input type="checkbox"/>	18	The Board- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

			Transfer of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	19	(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. (iii) For approval of transfer of shares by gift, board at its discretion may ask for gift deed duly signed and executed with indemnity bond for matter stated in gift deed.
<input type="checkbox"/>	<input type="checkbox"/>	20	The Board may, subject to the right of appeal conferred by section 58 decline to register- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or (b) any transfer of shares on which the company has a lien.
<input type="checkbox"/>	<input type="checkbox"/>	21	The Board may decline to recognise any instrument of transfer unless- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56; (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and (c) the instrument of transfer is in respect of only one class of shares.
<input type="checkbox"/>	<input type="checkbox"/>	22	On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
			Transmission of shares
<input type="checkbox"/>	<input type="checkbox"/>	23	(i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
<input type="checkbox"/>	<input type="checkbox"/>	24	(i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either- (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made. (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
<input type="checkbox"/>	<input type="checkbox"/>	25	(i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects. (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
<input type="checkbox"/>	<input type="checkbox"/>	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.
			Forfeiture of shares
<input type="checkbox"/>	<input type="checkbox"/>	27	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.
<input type="checkbox"/>	<input type="checkbox"/>	28	The notice aforesaid shall- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

<input type="checkbox"/>	<input type="checkbox"/>	29	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.
<input type="checkbox"/>	<input type="checkbox"/>	30	(i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
<input type="checkbox"/>	<input type="checkbox"/>	31	(i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares. (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
<input type="checkbox"/>	<input type="checkbox"/>	32	(i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share; (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of; (iii) The transferee shall thereupon be registered as the holder of the share; and (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
<input type="checkbox"/>	<input type="checkbox"/>	33	The provisions of these regulations as to forfeiture shall apply in the case of nonpayment 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.
			<i>Alteration of capital</i>
<input type="checkbox"/>	<input type="checkbox"/>	34	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.
<input type="checkbox"/>	<input type="checkbox"/>	35	Subject to the provisions of section 61, the company may, by ordinary resolution,- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
<input type="checkbox"/>	<input type="checkbox"/>	36	Where shares are converted into stock,- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose. (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
<input type="checkbox"/>	<input type="checkbox"/>	37	The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,- (a) its share capital; (b) any capital redemption reserve account; or (c) any share premium account.
			<i>Capitalisation of profits</i>
<input type="checkbox"/>	<input type="checkbox"/>		(i) The company in general meeting may, upon the recommendation of the Board, resolve- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions. (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in

		38	<p>clause (iii), either in or towards-</p> <p>(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;</p> <p>(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);</p> <p>(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;</p> <p>(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.</p>
<input type="checkbox"/>	<input type="checkbox"/>	39	<p>(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall-</p> <p>(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and</p> <p>(b) generally do all acts and things required to give effect thereto.</p> <p>(ii) The Board shall have power-</p> <p>(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and</p> <p>(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;</p> <p>(iii) Any agreement made under such authority shall be effective and binding on such members.</p>
			Buy-back of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	40	<p>Notwithstanding anything contained in these articles, the company shall, to the extent permitted by section 68 to section 70 of Act and applicable rules and regulations, have the right to buy back its own shares or other specified securities out of its free reserves or security premium account or the proceeds of any shares or other specified securities or otherwise as permissible, subject to and in accordance with the applicable provisions of the Act and the rules and regulations as may be prescribed there under by passing special resolution in the general meeting of the company or passing resolution in the board meeting as per the percentage of buy back of securities.</p>
			General meetings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	41	<p>All general meetings other than annual general meeting shall be called extraordinary general meeting. General meeting shall be called up by giving a notice not less than clear 21 days in writing or through electronic mode to the shareholder of the company.</p>
<input type="checkbox"/>	<input type="checkbox"/>	42	<p>(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.</p> <p>(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.</p>
			Proceedings at general meetings
<input type="checkbox"/>	<input type="checkbox"/>	43	<p>(i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.</p> <p>(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.</p>
<input type="checkbox"/>	<input type="checkbox"/>	44	<p>The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.</p>
<input type="checkbox"/>	<input type="checkbox"/>	45	<p>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.</p>
<input type="checkbox"/>	<input type="checkbox"/>	46	<p>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.</p>
			Adjournment of meeting
<input type="checkbox"/>	<input type="checkbox"/>	47	<p>(i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.</p> <p>(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of</p>

			an adjournment or of the business to be transacted at an adjourned meeting.
			Voting rights
<input type="checkbox"/>	<input type="checkbox"/>	48	Subject to any rights or restrictions for the time being attached to any class or classes of shares,- (a) on a show of hands, every member present in person shall have one vote; and (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
<input type="checkbox"/>	<input type="checkbox"/>	49	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
<input type="checkbox"/>	<input type="checkbox"/>	50	(i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
<input type="checkbox"/>	<input type="checkbox"/>	51	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.
<input type="checkbox"/>	<input type="checkbox"/>	52	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
<input type="checkbox"/>	<input type="checkbox"/>	53	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
<input type="checkbox"/>	<input type="checkbox"/>	54	(i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
			Proxy
<input type="checkbox"/>	<input type="checkbox"/>	55	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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	56	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105 and proxy need not be a member of the company.
<input type="checkbox"/>	<input type="checkbox"/>	57	A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			Board of Directors
<input type="checkbox"/>	<input checked="" type="checkbox"/>	58	(i) Until otherwise determined by a general meeting of the Company and, subject to the applicable provisions of the Act, the number of Directors) shall not be less than three nor more than fifteen. (ii) The First Directors shall be: - 1) Mr. Shreyas Kantilal Patel 2) Mrs. Ushma Shreyas Patel 3) Mr. Arjav Shreyas Patel 4) Mr. Rakesh Vithalrao Deore 5) Mrs. Kshama Anil Bhatnagar (iii) At every 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, the number nearest to one-third shall retire from Office. The Independent, Nominee, Special and Debenture Directors, if any, shall not be subject to retirement under this clause and shall not be taken into account in determining the rotation of retirement or the number of directors to retire, subject to Section 152 and other applicable provisions, if any, of the Act.
<input type="checkbox"/>	<input type="checkbox"/>	59	(i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general

			meetings of the company; or (b) in connection with the business of the company.
<input type="checkbox"/>	<input type="checkbox"/>	60	The Board may pay all expenses incurred in getting up and registering the company.
<input type="checkbox"/>	<input type="checkbox"/>	61	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.
<input type="checkbox"/>	<input type="checkbox"/>	62	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.
<input type="checkbox"/>	<input type="checkbox"/>	63	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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	64	(i) Subject to the provisions of section 149 and 161, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, alternate Director and/or Nominee Director, provided the number of the directors, additional directors and nominee directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. (ii) Such additional director 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.
			<i>Proceedings of the Board</i>
<input type="checkbox"/>	<input type="checkbox"/>	65	(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	66	(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	67	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.
<input type="checkbox"/>	<input type="checkbox"/>	68	(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	69	(i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	70	(i) A committee may elect a Chairperson of its meetings. (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	71	(i) A committee may meet and adjourn as it thinks fit. (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	72	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.
<input type="checkbox"/>	<input type="checkbox"/>	73	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.
			<i>Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</i>
<input type="checkbox"/>	<input type="checkbox"/>	74	Subject to the provisions of the Act,- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by

			means of a resolution of the Board; (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer
<input type="checkbox"/>	<input type="checkbox"/>	75	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.
			<i>The Seal</i>
<input type="checkbox"/>	<input type="checkbox"/>	76	i) The Board shall provide for the safe custody of the seal. (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			<i>Dividends and Reserve</i>
<input type="checkbox"/>	<input type="checkbox"/>	77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	78	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.
<input type="checkbox"/>	<input type="checkbox"/>	79	(i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit. (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
<input type="checkbox"/>	<input type="checkbox"/>	80	(i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares. (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
<input type="checkbox"/>	<input type="checkbox"/>	81	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.
<input type="checkbox"/>	<input type="checkbox"/>	82	(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
<input type="checkbox"/>	<input type="checkbox"/>	83	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.
<input type="checkbox"/>	<input type="checkbox"/>	84	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.
<input type="checkbox"/>	<input type="checkbox"/>	85	No dividend shall bear interest against the company.
			<i>Accounts</i>
<input type="checkbox"/>	<input type="checkbox"/>	86	(i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors. (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.
			<i>Winding up</i>

<input type="checkbox"/>	<input type="checkbox"/>	87	<p>Subject to the provisions of Chapter XX of the Act and rules made thereunder-</p> <p>(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.</p> <p>(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.</p> <p>(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.</p>
			<i>Indemnity</i>
<input type="checkbox"/>	<input type="checkbox"/>	88	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.

Subscriber Details					
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	Name: Mr. Shreyas Kantilal Patel S/o: Mr. Kantilal Ambalal Patel Address: MICASA, Street 5A, Serene Meadows, Gangapur Road, Nashik – 422013, Maharashtra, India. Occupation: Business	01638788	Nashik	SHREYAS KANTILAL PATEL Digitally signed by SHREYAS KANTILAL PATEL Date: 2022.10.04 13:12:13 +05'30'	04/10/2022
2	Name: Mrs. Ushma Shreyas Patel D/o: Mr. Manubhai Hirabhai Patel Address: Micasa Bungalow, Street No. 5A, Off Gangapur Road, Near Wasan Bungalow, Serene Meadows, Anandwali, Nashik - 422013, Maharashtra, India Occupation: House Wife	09344504	Nashik	USHMA SHREYAS PATEL Digitally signed by USHMA SHREYAS PATEL Date: 2022.10.04 13:11:03 +05'30'	04/10/2022
3	Name: Mr. Arjav Shreyas Patel S/o: Mr. Shreyas Kantilal Patel Address: Micasa, Street No. 5A, SRBI 41/1/5 6B, Near Serene Meadows, Gangapur Road, Nashik - 422013, Maharashtra, India Occupation: Business	08526312	Nashik	ARJAV SHREYAS PATEL Digitally signed by ARJAV SHREYAS PATEL Date: 2022.10.04 13:11:29 +05'30'	04/10/2022
4	Name: Mr. Rakesh Vithalrao Deore S/o: Mr. Vithalrao Bhila Deore Address: Plot No. 41, No. 314 / 3 / 1 A, Damodhar Nagar, Near Sukan-E Row House, Pathardi Phata, Nashik - 422010, Maharashtra, India Occupation: Business	05122982	Nashik	DEORE RAKESH VITHALRAO Digitally signed by DEORE RAKESH VITHALRAO Date: 2022.10.04 13:12:47 +05'30'	04/10/2022
5	Name: Mrs. Kshama Anil Bhatnagar D/o: Mr. Kantilal Ambalal Patel Address: A - 4 / 304, Mangal Nagar, Orchid, Yari Road, Versova, Andheri West, Mumbai - 400061, Maharashtra, India Occupation: Business	06988097	Nashik	KSHAMA ANIL BHATNAGAR Digitally signed by KSHAMA ANIL BHATNAGAR Date: 2022.10.04 13:13:32 +05'30'	04/10/2022
6	Name: Mrs. Madhukanta Kantilal Patel D/o: Mr. Manilal Ishwarbhai Patel Address: Plot No.5/6-B, Mikasa Bungalow, Ganagapur Road, Near Serene Meadows, Anandwali, Sawarkar Nagar, Nashik – 422013, Maharashtra, India Occupation: House Wife	AVCPP1406G	Nashik	MADHUKANTA KANTILAL PATEL Digitally signed by MADHUKANTA KANTILAL PATEL Date: 2022.10.04 13:14:20 +05'30'	04/10/2022
7	Name: Mr. Pankaj Ramniklal Pandya S/o: Mr. Ramniklal Vrajlal Pandya Address: B/3, Ganesh Bhuvan, South Pond Road, Near Nanavati Jain Temple,Vile Parle (West), Mumbai - 400056, Maharashtra, India. Occupation: Business	00001857	Mumbai	Pankaj Ramniklal Pandya Digitally signed by Pankaj Ramniklal Pandya Date: 2022.10.04 12:58:51 +05'30'	04/10/2022

Signed Before Me

Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
ACS Ganesh Sampat Bhandure	Mathura Farm, Near Jadhav Sankul, Ambad Link Rd, Satpur, Nashik - 422007 Occupation: Practicing Company Secretary	47958	Nashik	GANESH SAMPAT BHANDURE Digitally signed by GANESH SAMPAT BHANDURE Date: 2022.10.04 13:24:10 +05'30'	04/10/2022

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