

GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

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

I hereby certify that SBCD MULTIPROJECTS PRIVATE LIMITED is incorporated on this Fifth day of April Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U45201JH2019PTC012808.

The Permanent Account Number (PAN) of the company is ABBCS8820K

The Tax Deduction and Collection Account Number (TAN) of the company is RCHS06281C

Given under my hand at Manesar this Fifth day of April Two thousand nineteen .

DS MINISTRY OF CORPORATE AFFAIRS 27

Digital Signature Certificate
Mrs. ANJALI POKHRIYAL

Assistant 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:

SBCD MULTIPROJECTS PRIVATE LIMITED

NATIONAL HIGHWAY-33, OPP NIRMALA SCHOOL,, LOWADIH,

RANCHI, RANCHI, Ranchi, Jharkhand, India, 834010

* as issued by the Income Tax Department

SBOD MULTIPROJECTS PVI.LICATION 2715

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

SPICE MOA

(e.Memorandum of Association

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MOA language: (English	(Hind		
SRN of nun		in them	
Table applicable to company as	s notified under schedule I of the	companies Act, 2013	
Table A- MEMORANDUM OF ASSO	DCIATION OF A COMPANY LIMITER) BY SHARES	Manufacture and county improved and a service of particular and a service of the county of the count
1. The Name of the Company is	SBCD MULTIPROJECTS PRIVATE	LIMITED	
			and the second s
2.The Registered office of the con	npany will be situated in the state	of Jharkhand-JH	
3.(a)The objects to be pursued by the To carry on business of contractors, Edevelopers, Land Scapers, estate agent civil works immovable property of any tework of every type on the land of the Copull down, rebuild, enlarge after and othe property in India or abroad.	Builders, Town planners, Infrastructure ts, immovable property dealers and to enure or any interest in the same and to empany or any other land or immovable er conveniences and to deal with and in	developers, Estate develo acquire, buy, purchase, hir o erect and construct, hous e property whether belongi improve, property of the Co	ses, flats, bungalows, kothis of clud- ng to the Company or not and to- ompany or any other immovable
2 To erect, construct, build, water proo- repair, maintenance, administer, manag- other land or immovable property in any runways roads aerodromes, sewage, that imgations, power houses, transmission markets, private public and all kind of Contractor	y capacity and conveniences of all ,kind heatres, cinema halfs, piers, wharvers, lines, reclamation, improvement sewar conveniences and to carry out business	ds, including turnkey jobs, in Dams, barrages, reservoir ge, drainage, sanitary work s of builders and civil angin	s, embankments, canals, s, for building hotels, houses, eers, estimators and designers
3. To promote, buy, acquire, sell, lease. Complexes, houses, buildings, farm hou including any share or shares, interest of to apply for purchase through tender or to apply the equipment, improvement, management, management.	or interests therein and to transact on of otherwise acquire civil contracts for or anagement, administrations or control	commission of otherwise of in relation to water proofin of mechanical and civil wo	g, sewage, construction, its and conveniences and to
undertake, execute, dispuse of designer 4. To carry on the business of designer civil contractors and undertake any resk venture or on agency or sub contracts b	r, consultants civil engineers civil tester idential, commercial or Industrial, const pasis with or on behalf of any individual r local authority to work as colonizer, de	rs, builders and developers truction either independent I firm, body corporate, asso eveloper of land and farm t	s of land contractors, colonizers, ty or jointly in partnership, joint
purposes	or furtherance of the objects speci	ified in clause 3(a) are	
·	or initialization of the		The state of the s

3.(b)Matters which are necessary for fu 1. To enter into agreements and contracts with Indian or foreign individuals, companies or other organizations for technical, financial or any

2. To establish and maintain any agencies/ offices in India or any part of the world or to enter into any contracts or arrangements with other assistance for carrying out all or any of the objects of the Company.

individuals, companies, associations or boards in and outside toda for the conduct of the business of the Company. 3 To apply for, purchase or otherwise acquire and protect, protong and renew trade marks, trade names, copyrights, designs, secret processes, patents, patent rights, licenses, protections and concessions which may appear likely to be advantageous or useful to the processes, patents, patent rights, licenses, protections and concessions which may appear likely to be advantageous or useful to the Company and to spend money in experimenting and testing and improving or seeking to improve any patents, copyrights, inventions or rights which the Company may acquire or propose to acquire or develop.

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Desector

4. To enter into partnerships or into any agreements for sharing profits, cooperations, joint ventures, reciprocal concessions or otherwise with any person, firm, association, board or Company carrying on or engaged in or about to carry on or engage in any business or transaction and to lend money, to guarantee the contracts or otherwise acquire and to hold shares or securities of any such person, firm or Company and to sell, hold, re-issue with or without guarantee or otherwise deal with such shares and securities. 5 To enter into any agreements with any Government or State authority, municipal, local or otherwise that may seem conducive to the

Company's objects or any of them and to obtain from any such Government or state authority any rights, privileges and concessions which

- may seem conducive to the Company's objects or any of them. 6. To apply for, tender, purchase or otherwise acquire any contracts and concessions for or in relation to the construction, erection, equipment, improvement, management, administration, or control or works and conveniences and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
- To open, maintain and close branches and depots. 8. To buy, sell, hire, rent or enter into any other arrangements or contracts for the purchase, sale, hire or renting of all moveable properties

9. To amalgamate with any Company or companies having objects altogether or in part similar to those of this Company.

10. To pay all the costs, charges and expenses of and incidental to the promotion and formation, registration and establishment of the Company and issue of its capital including any underwriting or other commission, brokers' fee and charges, in connection therewith including costs, charges, expenses of negotiations and contracts and arrangements made prior to and in anticipation of the formation and

11. To remunerate (by cash or other assets by the allotment of fully or partly paid shares or by call or option on shares, debentures, incorporation of the Company. debenture stocks or securities of this or any other Company or in any other manner) whether out of the Company's capital, profits or otherwise to any person or firm or Company for services rendered or to be rendered in introducing any property or business to the Company or placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenture stock or other securities of

the Company or for any other reason which the Company may think fit.

12. To undertake and execute any trusts, the undertaking whereof may seem desirable either gratuitously or otherwise. 13. To draw, make issue, accept and to endorse, discount and negotiate promissory notes hundles, bills of exchange, bills of lading. delivery orders, warrants, warehouse keepers' certificates and other negotiable or commercial or mercantile instruments connected with

14. To open accounts with any individual, firm or Company or with any bank or banks and to pay into and to withdraw money from such the business of the Company.

- 15. To lend or deposit monies belonging to or entrusted to or at the disposal of the Company to such person or Company and in particular to customers and others having dealings with the Company with or without security, upon terms as may be thought proper and guarantee the performance of contracts by such person or Company but not to do the business of banking as defined in the Banking Regulation Act,
- 16. To borrow or raise money with or without security or receive money on deposit at interest or otherwise in such manner as the Company may think fit and in particular by the issue of debentures or debenture-stock perpetual or otherwise including debentures or debenturestock convertible into shares of this or any other Company and the security of any such money so borrowed, raised or received to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future, including its

17. To make advance upon or for the purchase of materials, goods, machinery, stores and other articles or services required for the uncalled capital and to purchase, redeem or pay off any such securities.

- 18. To sell, mortgage, assign or lease and in any other manner deal with or dispose of the undertakings or properties of the Company or any part thereof, whether movable or immovable for such consideration as the Company may think fit and in particular for shares, debentures or other securities of any other Company having objects altogether or in part similar to those of this Company. 19. To improve, manage, work, develop, alter, exchange, mortgage, lease, turn to account, abandon or otherwise deal with all or any part
- 20. To provide for the welfare of the employees or ex-employees of the Company and wives, widows, families or dependents or connections of such persons by building or contributing to the building of houses, dwellings or by grant of money, pensions, gratuity, bonus or other payment or by creating from time to time, subscribing or contributing to adding or supporting provident funds or trust or conveniences and by providing or subscribing or contributing towards places of instruction or recreation, hospitals and dispensaries, medical and other attendances and other assistance as the Company shall think fit.

21. To give any guarantee or indemnity for the payment or the performance of any obligation or undertaking.

22. To employ experts to investigate and examine the condition, prospects, value, character and circumstances of any business concerns 23. To give any guarantee in relation to the payment of any debentures, debenture stocks, bonds, obligations or securities and to

guarantee the payment of interest thereon or of dividends on any stock or share of the Company.

- 25. To manage land, buildings and other property both movable and immovable whether belonging to the Company or not and to collect rents and income and to supply to tenants and occupiers, attendants, servants, waiting rooms, reading rooms, and other conveniences.
- 26. To employ or pay experts, foreign consultants, management consultants and others in connection with the prospecting, acquiring, planning, execution, development, delivery and maintenance, training, and consulting, of all or any part of the business which the Compa

27. To appoint agent, franchise of the Company subject to the provisions of Companies Act, 2013 or any other applicable Act(s), Rule(s)

28. To distribute among members in specie or otherwise any property or assets of the Company and particularly the shares, debentures other securities of any other Company including the Company formed to take over the whole or any part of the assets of this Company.

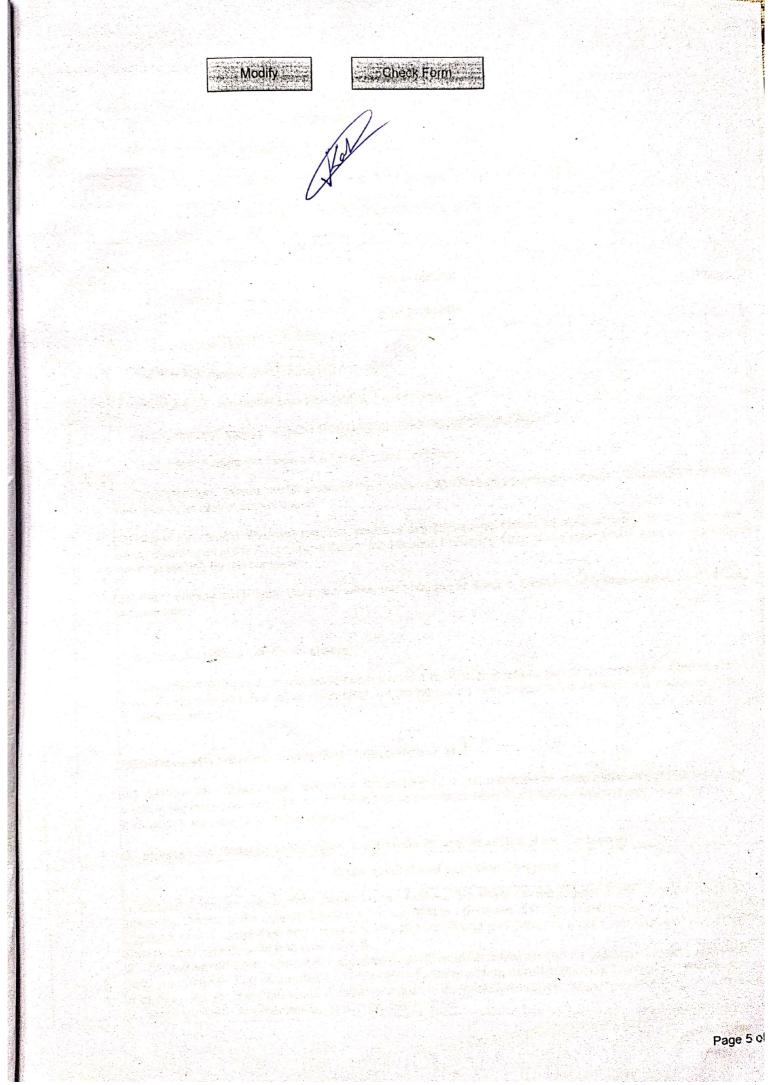
subject to provisions of the Companies Act, 2013 or any other applicable Act(s), Rule(s) and Regulation(s) etc. 29. To borrow or raise moneys, from commercial banks/financial institutions and/or other companies, or to receive it on deposit at interest. or otherwise, and to secure the payment of such money in such manner as the Company may think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, stocks, bonds, obligations, notes and securities of all kinds, to mortgage, pledg guarantee, hypothecate or charge the whole or any part of the property, assets or revenue of the Company present or future, including uncalled paid capital, by special assignment or otherwise, or to transfer or convert the same absolutely or any interest therein and to g the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities provided, the

Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.

with any other persons otherwise acquire from grants and concession to carryout exercise ar	that may seem cor any such Governm	ent, State, authorities	or persons, any rights, i	r and to apply for and powers, privileges, de	obtain and to purchase or obtain and to purchase or crees, licenses, sanctions, le to obtain and acquire and anctions, grants and
respect of dividend or corporation or partly in 33. To institute, condudemand by or against 34. To insure the wholeany respect, either ful otherwise. 35. To do all and ever	ment for any propertise or in fully or partite repayment of capital one mode and partict and defend all actithe Company and it le or any part of the let or partially and all or	y paid-up shares of an or otherwise or in de ly in other and generations and legal procees officers to arbitration Company, either fully so to insure and to prove the litable or proper for the wers here in before so	by Company or corporal bentures, debentures to deliver a such terms as the dings, against the Company or partially, to protect a otect and indemnify any accomplishment of an et forth, either alone or	tion with or without procks or other securities of Company may adoppeny and its officers lilenge the awards if nind indemnify the Cory part or portion there in association with other or growing out of	es of any Company or bit. and to refer any claim or
individuals, and to do business or powers, o	every other act or a or any, parts thereof,	provided the same b	not inconsistent of the	Ount unpaid, if an	y, on the shares held by
4. The liability of the	e member(s) is lim	ited and this liabilit	y is limited to the an	illourie any	y, on the shares held by
them. 5.The share capital			12,478		rupees, divided into,
D. Hic Share capital					
100,000.00	Equity	shares of	10.00	rupees each	
				docire	us of being formed

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:

lo.			Subscriber Details					
	Name, Address, Description and Occu	pation	DIN/PAN/Passport Number	No. of s taken	hares	DSC	Da	ted
e de la companya de l	NAME : VIKASH JAISWAL		AGXPJ0742P	25000	Equity	VIKAS S	, O4,	/04/19
	FATHER'S NAME: GOPAL JAISWAL PRESENT RESIDENTIAL ADDRESS: S/O- G JAISWAL, LOWER CHUTIA, NAMKUM, SAI LOTA FACTORY, RANCHI, JHARKHAND-&	OPAL MLONG, NEAR				VIKAS S H JAISW S AL	pred in 12,504	
	NCOMETAX PAN :AGXPJ0742P	34010						
	OCCUPATION : BUSINESS					,		
	PRESENT RESIDENTIAL ADDRESS: W/O-PRASAD JAISWAL JAISWAL BHAWAN, N FACTORY, LOWER CHUTIA, SAMLONG, N RANCHIJHARKHAND-834010	IEAR LOTA	ESZPD4331L	25000	Equity	SAD HNA DEVI	SACHAN SACHAN	1/04/19
	NCOMETAX PAN :ESZPD4331L OCCUPATION : HOME MAKER							
	Total Shares	taken		50,000	0.0 Equity			
			Signed before Me					
sm	e Ado	dress, Descrip	otion and Occupatio	n Nun Mei	/PAN/Pass nber/ nbership nber	25 2 1	sc	Dated
CA	JAC	COUNTANTS, 1	A & CO, CHARTERED 103, FIRST FLOOR, NTRE, FRASER ROAD,	1007	831		ANIM Served ANIM SERVED ANIMA S	
						b	Joh	



(e-Articles of Association)

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as	notified under schedule I of the companies Act, 2013 is applicable to the company
and the second	SBCD MULTIPROJECTS PRIVATE LIMITED
	A COMPANY LIMITED BY SHARES
Artici e No	Description
	Interpretation
	(1) In these regulations
3	
•	(a) "the Act" means the Companies Act, 2013.
	(b) "the seal" means the common seal of the company.
	(c) "Company" means "SBCD MULTIPROJECTS PRIVATE LIMITED."
	(d)*Office* means the Registered Office of the Company.
-	(e) "Directors" means the Directors of the company and includes persons occupying the
	(2) Unless the context otherwise requires, words or expressions contained in these regulations same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations
1	become binding on the company. 3) The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013, and accordingly:
	i. Restricts the right to transfer its shares; ii. Limits the number of its members to two hundred: Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member. Provided further that-
	(a) persons who are in the employment of the company; and
	(b) persons who, having been formerly in the employment of the company, were members of the company.
	iii. prohibits any invitation to the public to subscribe for any securities of the Company;
	Share capital and variation of rights
	in a support of the company shall be
⊠ 	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. The Authorized Share capital of the company shall be such amounts and be divided into such shares as 2. The Authorized Share capital of the company may, from time to time as mentioned in clause 5 of memorandum of association of Company. The company may from time to time increase or decrease or reduce its authorized share capital or sub-divide or consolidate may from time to time increase or decrease or reduce its authorized share capital or sub-divide or consolidate its share capital in any manner subject to provision of act.

Director :

			3. The Directors of the Company may from time to time determine the amount payable on application and
			anomiem at the time of the time of the time and the time and there are the
			Decide
			one month after the application for the registration of transfer or transmission
			(a) one certificate for all his shares without payment of any charges, or
and other response		2	(ii) Every certificate shall be under the seal and shall specify the snaes
and the same			partition and of any share or shares held jointly by several persons in one of several joint nodes.
		de care constitue de la consti	sufficient delivery to all such holders
			sufficient delivery to all such holders sufficient delivery to all such holders sufficient delivery to all such holders (i) If any share certificate be worn out, defaced, mutilated or tom or if there be no further space or in the company, a new certificate may be endorsement of transfer, then upon production and surrender thereof to the company, a new certificate in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of lieu issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of lieu thereof. If any share certificate be worn out, defaced, mutilated or tom or if there be no further space.
and the second		3	shall be given. Every certificate under this Article shall be
	Contract contract		tendin apply to debentures of the
		and the angular	(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company share upon any (iii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company share upon any (iii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company share upon any fractional trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having trust, and the company shall not be bound by, or be compelled in any share, or any interest in any fractional trust, and the company shall not be bound by, or by law otherwise provided) any other rights in
		4	notice thereof) any equitable, contingent, future or perturbations or by law otherwise provided any notice thereof) any equitable, contingent, future or perturbations or by law otherwise provided any notice thereof) any equitable, contingent, future or perturbations or by law otherwise provided any notice thereof).
			respect of any share except an absolute right to the commissions conferred by sub-section and shall be disclosed in
J		No. of Control of Cont	that caction and fulls made an amount present
		5	sub-section (a) he satisfied by the payment of
			party in the class may stayed
ן		oran and and and and and and and and and a	section 48, and whether or not the company is being the section 48, and whether or not the company is being the section of a section of
The second		6	Includers of the shares of the
Control States			(ii) To every such separate meeting, the provisions of these regulations relating to general meeting. (iii) To every such separate meeting, the provisions of these regulations relating to general meeting. (iii) To every such separate meeting, the provisions of these regulations relating to general meeting. (iii) To every such separate meeting, the provisions of these regulations relating to general meeting. (iii) To every such separate meeting, the provisions of these regulations relating to general meetings. (iii) To every such separate meeting, the provisions of these regulations relating to general meetings. (iii) To every such separate meeting, the provisions of these regulations relating to general meetings. (iii) To every such separate meeting, the provisions of these regulations relating to general meetings. (iii) To every such separate meeting, the provisions of these regulations relating to general meetings. (iii) To every such separate meeting, the provisions of these regulations relating to general meetings are relating to general meetings.
de amontenante			the holders of the shares of that class.
		7	mutatis mutandis apply, but so that the class in question. The rights conferred upon the holders of the shares of any class issued with preferred or other rights conferred upon the holders of the shares of the shares of that class, be deemed to be varied. The rights conferred upon the holders of the terms of issue of the shares of that class, be deemed to be varied unless otherwise expressly provided by the terms of issue of the shares ranking pari passu therewith. by the creation or issue of further shares ranking pari passu therewith. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution. Subject to the provisions of section 55, any preference on such terms and in such manner as the company.
		8	by the creation or issue of further shares ranking part passu the creation of an ordinary by the creation or issue of further shares ranking part passu the creation of an ordinary by the creation or issue of section 55, any preference shares may, with the sanction of an ordinary by subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary by subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary by the creation or issue of section 55, any preference shares may, with the sanction of an ordinary by the creation or issue of section 55, any preference shares may, with the sanction of an ordinary by the creation or issue of section 55, any preference shares may, with the sanction of an ordinary by the creation or issue of section 55, any preference shares may, with the sanction of an ordinary by the creation of the provisions of section 55, any preference shares may, with the sanction of an ordinary by subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary by subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary by subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary by subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary by subject to the provision of section 55, any preference shares may, with the sanction of subject to the provision of section 55, any preference shares may, with the sanction of subject to the provision of section 55, any preference shares may, with the sanction of an ordinary by subject to the sanction of section 55, any preference shares may, with the sanction of section 55, any preference shares may, with the sanction of section 55, any preference shares may, with the sanction of section 55, any preference shares may, with the sanction of section 55, any preference shares may, with the sanction of section 55, any preferen
-			before the issue C. Lien
-			south have a first and paramount lien - (whether presently payable or not) called, or
			(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 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 monitors on all shares (not being fully paid shares) standing registered in the name of a single person, for all monitors or all shares (not being fully paid shares) standing registered in the name of a single person, for all monitors are not being fully paid shares).
		8	
		9	Provided that the Board of directors may at different provisions of this clause. (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from the time in respect of such shares.
- A/5			(ii) The company's lien, if any, on a share shall extend to to time in respect of such shares.

			등에 들어보고 있는데 말을 보고 있는데 그렇게 하는데 보고 있다. 그런데 보고 있는데 그런데 되었다. 그런데 그런데 그런데 보고 있는데 그런데 되었다. 그런데 되었다. 그렇게 있었다. 그렇게 하는데 말을 보고 있는데 그런데 그런데 그런데 그런데 그런데 그런데 그런데 그런데 그런데 그런
T	\Box		The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:
		-14-	
			Provided that no sale shall be made
	4 (4)		(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
2000			for the time being of the share or the person entitled thereto by reason of his death or insolvency.
			for the time being of the share or the person entitled thereto by reason of the shares sold to the (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the
			(i) To give effect to any such sale, the board may authorise some person
			purchaser thereof
			(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
		11	(II) The purchaser shall be registered as the holds. S. III.
			The purchaser shall not be bound to see to the application of the purchase money, not shall his title to the
			(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.
7	\Box		(i) The proceeds of the sale shall be received by the proceeds of the sale shall be received by the proceeds of the sale shall be received by payable. 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. iii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares.
	Ш	12	::) The residue, if any shall, subject to a like lien for sums not presently payable as exists.
		_	ii) The residue, if any, shall, subject to a like lien for sums not presently personal. before the sale, be paid to the person entitled to the shares at the date of the sale.
	1 " 11		e-II charos
			to form monies unpaid on their
			(i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their
		d a se	(i) The Board may, from time to time, make calls upon the members in respect of any members (i) The Board may, from time to time, make calls upon the members in respect of any members (ii) The Board may, from time to time, make calls upon the members in respect of any members (iii) and in the space of all times (iii) and it is a fitter of the space of the payable at less than one
6			shares (whether on account of the nominal value of the shares (whether on account of the nominal value of the share or be payable at less than one 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 provided that no call shall exceed one-fourth of the last preceding call.
			conditions of allourier tribuses fourth of the nominal value of the share shar
			Provided that no call shall exceed one-routiff of the last preceding call. month from the date fixed for the payment of the last preceding call.
	83	13	Imonth from the date fixed and place
		13	month from the date fixed for the payment of the last preceding data. (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place on his shares of payment, pay to the company, at the time or times and place so specified, the amount called on his shares of payment, pay to the company, at the time or times and place.
			(ii) Each merriber sharp, set the time or times and place so specified, and place so specified, and the company, at the time or times and place so specified,
	- James -		(iii) A call may be revoked or postponed at the discretion of the Board. (iii) A call may be revoked or postponed at the discretion of the Board authorizing the call. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call.
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		14	was passed and may a like injective and severally liable to pay all calls in respect
1	-	1 A	A call shall be deemed to the house shall be paid by instalments. was passed and may be required to be paid by instalments. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof, the
		15	the face or on the day appointed the reof to the
			to It a sum called in respect of a share is not paid before the day appointed for payment
E.		-	norson from whom the sum is due snall pay little state lower rate, if any, as the board may
نا	اا	16	(i) If a sum called in respect of a share is not paid before of our the day appointed for payment thereon from the day appointed for payment the day appointed for paymen
		10	time of actual payment at ten per cent per anneal time of actual payment at ten per cent per anneal time of actual payment at ten per cent per anneal time of actual payment at ten per cent per anneal time. (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part. (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part. (ii) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether the payment of the purposes of these such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date on which by the terms of issue such any payable on the date of the payable on the date of the da
			(ii) The Board shall be at liberty to warms of issue of a share becomes payable on allothor purposes of these
	-	-	(i) Any sum which by the terms of issue such
			Ion account of the hear call duly made and pay
Ш		-1 L	Leaguigions, be don't
			regulations, be deemed to be a call or sum regulations, be deemed to be a call or sum becomes payable. (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of case of non-payment of such sum, all the relevant provisions of these regulations as to payment of a case of non-payment of such sum, all the relevant provisions of these regulations as to payment of a case of non-payment of such sum, all the relevant provisions of these regulations as to payment of a case of non-payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of these regulations as to payment of such sum, all the relevant provisions of the sum of sum, all the relevant provisions of the sum of sum, all the relevant provisions of the sum of sum, all the relevant provisions of the sum of sum, all the relevant provisions of the sum of sum, all the relevant provisions of the sum of sum, all the relevant provisions of the sum of sum
		17	and of such sum, all the relevant provisions of the become payable by virtue of a
			(ii) In case of non-payment of state of otherwise shall apply as it state as a forfeiture of otherwise shall apply as it state as
			interest and expenses, fortend of
		er Antonio des d	interest and expenses, forfeiture of current duly made and notified. The Board (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies (b) Hed and unpaid upon any shares held by him; and
			The Board
	-	1 4 4	The Board— (a) may, if it thinks fit, receive from any member winning (a) may, if it thinks fit, receive from any member winning (a) may, if it thinks fit, receive from any member winning (b) unpaid 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 uncalled and unpaid upon advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become uncalled and unpaid upon advance, become 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 uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies are such rate not exceeding, unless the company in general meeting shall (b) upon all or any of the monies are such rate not exceeding, unless the company in general meeting shall (c) any payable pay interest at such rate not exceeding, unless the company in general meeting shall (d) any payable pay interest at such rate not exceeding, unless the company in general meeting shall (e) any payable pay interest at such rate not exceeding, unless the company in general meeting shall (e) any payable pay interest at such rate not exceeding, unless the company in general meeting shall be approximately payable.
			(a) may, it it translated and unpaid upon any shares held by the uncalled and unpaid upon any shares held by the uncalled and unpaid upon any shares held by the uncalled and unpaid upon any shares held by the uncalled and unpaid upon any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become (b) upon all or any of the monies so advanced, may (until the same would, but for such advance) and the monies are upon advanced.
			the monies so advanced, may (unit the company in general meeting unless the general meeting
		18	(b) upon all or any of the morning at such rate not exceeding, and upon between the Board and the morning areas at such rate not exceeding, and upon between the Board and the morning areas are such a greed upon between the Board and the morning areas are such a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a greed upon between the Board and the morning areas are such as a green areas areas are such as a green areas areas are such as a green areas areas areas are su
			(b) upon all or any of the monies so advanced, may (until the same would, but to be upon all or any of the monies so advanced, may (until the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may (until the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may be agreed upon between the Board and the member of the same would, but to general meeting shall (b) upon all or any of the monies so advanced, may be agreed upon between the Board and the member of the same would, but to general meeting shall (b) upon all or any of the monies so advanced and the member of the same would, but to general meeting shall (b) upon all or any of the monies so advanced and the member of the monies so advanced and the member of the monies so advanced and the member of the same would, but to general meeting shall (b) upon all or any of the monies so advanced and the member of the monies o
	1.0%	2 300	
	100		paying the sum in advance. Transfer of shares Transfer of shares
			hall be executed by or on behalf of both the
- 1			the company shall be exceeded the company shall be exceeded.
			paying the sum in advance. Transfer of shares Transfer of shares Transfer of shares (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the executed by or on behalf of both the share until the name of the transferee is entered to remain a holder of the share until the name of the transferee.
	-	-	(i) The instrument transferee.
			transferor and transferor shall be deemed to remain thereof.
السا		19	(i) The instrument of transfer of any share in the company shall be executed by or off better. (ii) The instrument of transfer of any share in the company shall be executed by or off better. (iii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered. (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered. (iii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered.
		1000	transferor and transferee. (ii) The transferor shall be deemed to remain a holder of the share shall be deemed to remain a holder of the share shall be deemed to remain a holder of the share shall be deemed to remain a holder of the share share shall be deemed to remain a holder of the share share share shall be deemed to remain a holder of the share
\Box	П	20	(a) the transfer of shares on which the company
	1	-	(b) any transfer of \$\frac{1}{2}\$

			The Board may decline to recognise any instrument of transfer unless (a) the instrument of transfer is in the form as prescribed in rules.
		21	(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56.
		21	(b) the instrument of transfer in th
	l		ISVIUENCE as the Board
		***	(c) the instrument of transfer is in respect of only one class of shares. (c) the instrument of transfer is in respect of only one class of shares.
			the registration of the country of the class of shares.
		22	On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time
			Provided that such registration about
			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
		1	(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 call he the call he the call.
		23	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.
	П		(I) Any person becoming entitled to a share in consequence of the death or insolvency of a member may use
			such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either —
		24	(a) to be registered himself as holder of the share; or
		2	(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
5-			if the deceased or insolvent member had transferred the share before his death or insolvency.
b			(i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall delived 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
		2	lthe chare
			(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. 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.
		2	Provided that the Board may, at any time, give notice requiring any such person to elect either to be registere
	-		Provided that the Board may, at any time, give notice requiring any sact percentage of the Board may 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
			the day appointed for nayment thereof, the Board
П]	lmay at any time thereafter during such time as any pure interest
	_	2	Inotice on him requiring payment of so much of the
			which may have accrued. The notice aforesaid shall
	IF	7	that the expire of fourteen days from the date of service of the notice
		2	(a) name a further day (not being earlier than the expiry of rotates and on or before which the payment required by the notice is to be made; and
			of non-payment on or before the day so named, the shares in respect of
			(b) state that, if the desired to be forfeited.
	+-	_	(b) state that, in the event of hor-payment (call was made shall be liable to be forfeited. Call was made shall be liable to be forfeited. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the lift the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been made notice has been given may, at any time thereafter, before the payment required by the notice has been made notice has been given may, at any time thereafter, before the payment required by the notice has been made notice has been given may, at any time thereafter, before the payment required by the notice has been made notice has been given may, at any time thereafter, before the payment required by the notice has been made notice has been given may, at any time thereafter, before the payment required by the notice has been made notice has been given may, at any time thereafter, before the payment required by the notice has been made notice has been given may, at any time thereafter, before the payment required by the notice has been made notice has been given by the notice has been given may at any time thereafter.
E] [] 2	notice has been given may, at any time the before the forfeited by a resolution of the Board to that effect.
			pe forfeited by a resolution of Page 4.0
			/ > Page 4.0
			u

	L-i	1	hinks fit share may be sold or oils
		30	hinks fit. (ii) At any time before a sale or disposal as aforessist it.
			(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as if but shall, notwithstanding the forfeiture, the forfeiture of such terms as if forfeiture, was a such terms as if the forfeiture terms as the forfeiture.
		2 *	(i) A person
			(i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, forfeiture, were presently payable by him to the company in respect of the shares. (ii) The liability of such person shall contain a safety of the shares.
		31	forfeiture, were presently payable by him to the company in respect of the forfeited shares. (ii) The liability of such person shall cases it.
			to pay to the company all monies which et the shares.
			Such manifest of such person shall cases it
		-	(i) A duly verification of the shares.
	7		(ii) The liability of such person shall cease if and when the company shall have received payment in this of sit. (i) A duly verified declaration in writing that the declarant is a discrete company, and that a share is it.
-	1		(i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
	- 1	1.3	(ii) The
	Ì	20	(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and
	ì	32	oxecute a transfer of the share in favour of the person to the share on any sale or disposal there.
			(iii) The transferee shall thereupon be registered as the holder of the share; and
Ì	7.1		I so logistered as the holder of the
			to the characteristic shall not be bound to see to the seek
			(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title disposal of the share. The provisions of these regulations as to fortally an incidence of the share.
7			The provisions of the
ل		33	the terms of issue of a shall apply in the second
			share or by way of premium, as if the same had be a fixed time, whether on account of the nominal value of
			The state of the s
	-	-	Alleration of capital
		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.
	-	-	divided into shares of such amount, as may be specified in the resolution.
]			Subject to the provisions of section 61, the company may, by ordinary resolution.
			(a) consolidate and divide all or any of the
			(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 or
		35	any denomination;
	1		(c) sub-divide its existing shares or any of them into all
			(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the
			(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to the cancel any person.
_	1	1	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 be transferred, or as near thereto as circumstances admit:
	L. F		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.
		36	
		30	(b) the holders of stock shall, according to the amount of stock held by them, have the
			prior do vortagos as regalas dividenas, volina al meetinas of the company and other methods
			ine shales horn which the stock alose; but no such brivilede of advantage (avoort posticionistics)
			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.
			otock which would not, it existing in shares, have contented 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 "snare" and "snareholder" in those regulations shall include "stock" and "stock-holder" respectively.
		1	The company may, by special resolution, reduce in any manner and with, and subject to, any incident
-] 3	authorised and consent required by law, (a) its share capital;
		'	(b) any capital redemption reserve account; or
			(c) any share premium account.
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		(i) The company in general meeting may
		(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 of the Board, resolve
		(a) that it is desirable to capitalise any
		distribution; and
		(b) that such sum be accordingly set free to
	38	(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the (ii) The sum aforesaid shall not be paid in cash but at least the clause (iii) without a simple state of the sum of the same proportions.
	30	loiduse (iii). either in or tournal
		(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in (A) paying up any amounts for the time basis.
		(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully said up to
		(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B): [C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B): [C] partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B):
		(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be insured to members of the company as fulfilly
		lbaid politing stiglies.
		(C) THE BOARD Shall give effect to the
		(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall —
		(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all othereby and issues of fully paid shares if any; and (b) generally do all acts and things required to give effect thereto.
		i i i i i i i i i i i i i i i i i i i
		(ii) The Board shall have power
	39	(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
		(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
		를 가야하는 회사를 가지고 보면 통해를 가게 되었다. 그런 보다 하는 사람들은 보다
		(iii) Any agreement made under such authority shall be effective and binding on such members.
		Buy-back of shares
	40	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
		All general meetings other than annual general meeting shall be called extraordinary general meeting.
	41	
ان	7	(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
		(i) The Board may, whenever it thinks ht, our manner to form a quorum are not within India (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India (iii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India
	42	(ii) If at any time directors capable of acting who are sufficient in number to form a quordin are not within any director or any two members of the company may call an extraordinary general meeting in the same any director or any two members of the company may call an extraordinary general meeting in the same any director or any two members of the company may be called by the Board.
	72	any director or any two members of the company may be called by the Board.
3-1		
		Proceedings at general meetings Proceedings at general meetings
		(i) No business shall be transacted at any general meeting unless a quorum of members is present at the time.
		(i) No business shall be transacted at any owner the meeting proceeds to business. When the meeting proceeds to business.
		when the meeting processes we for the general meetings shall be as provided in section
	43	Save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the quorum for the general save as otherwise provided herein, the general save as otherwise provided herein, the general save as otherwise provided herein save as otherwise
		103
		(ii) Save as otherwise provided herein, the quorum for the general meeting of the company. 103. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
	44	NO
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		프로젝트로 지원하는 이 사람이 있는데 이 그는 사람이 하는데 사람들은 사람들이 되었다면 하는데 가지를 다 가지를 하는데 함께 다른다.

			If there is no such Chairperson and the time appointed for holding
]			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.
]		46	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.
			Adjournment of meeting
1		1	(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.
		47	(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
			(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
			(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
			Voting rights
			Subject to any rights or restrictions for the time being attached to any class or classes of shares.
		48	(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
		49	of the company. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
		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.
		50	(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in the register of the property of the propert
		51	A member of unsound mind, or in respect of whom an order has been made by any count has been 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. Any business other than that upon which a poll has been demanded may be proceeded with, pending the
		52	itaking of the poli
		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
		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.
	news.	J4	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.
	1.3		Proxy
]		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.
		56	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 103
		2 °	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:
		57	Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			Board of Directors
	L.		Page 7 o
			2. 는다. 강경역 발명된 그리 하고 다른다면 하다 보다 하고 보이 하고 보이 하고 보는 를 시었다. 그 그 가는 데이 그리 가장이 사망하다면 하다 못 하다 봤다. 다음

X X		The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.
	i	The First Directors of the company are :
		(a) VIKASH JAISWAL
		(b) SADHNA DEVI
		(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.
	50	(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 therra- (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.
\neg	bli !	The Board may pay all expenses incurred in getting up and registering the company.
		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
	61	register; and the Board may (subject to the provisions of that seems)
-		All cheques, promissory notes, drafts, hundis, bills of exchange and other registration of otherwise executed.
	62	receipts for monies paid to the company, shall be signed, drawn, as the Board shall from time to time by resolution las the case may be, by such person and in such manner as the Board shall from time to time by resolution
		determine Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to
	63	be kept for that purpose.
		(i) Subject to the provisions of section 149, the Board shall have power at any time, and item time to the life of the directors and additional directors
		appoint a person as an additional director, provided the number of the directors appoint a person as an additional director, provided the number of the directors by the articles. together shall not at any time exceed the maximum strength fixed for the Board by the articles.
	64	I mosting of the company out
		(ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the
		Act. Proceedings of the Board
		(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings.
	<u> </u>	lac it thinks til
L	65	(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. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be
		idecided by a majority of votes.
	56	and if any shall have a second or casting vote.
		The continuing directors may act notwitistanding any vacant the continuing directors of director
	67	The continuing directors may act notwithstanding any vacancy in the Board, but, it and directors or director is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director is reduced below the quorum, or of summoning a may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a may act for the purpose.
	0,	general meeting of the company, but for no other purpose.
		(a) The Board may elect a Chairperson of its meetings and determine
		of single pot present within five minutes
	68	loffer the time appointed for nothing the meaning
		Chairperson of the meeting. Chairperson of the meeting. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of the body as it thinks fit.
		the member of members of its body as it till the till
L-1	69	(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that
	"	
	- 25.5	
		-time and select a (Inalification in its moonings.
		(i) A committee may elect a Chairperson of its mostings.
	70	(ii) 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. Page 8 of
		58 58 58 58 59 59 60 61 62 63 64 65 66 67 68 68 68 68 68 68

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	71	(i) A committee may meet and adjourn as it thinks (if
		(II) Questions arising at a second se
-		(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members All acts done in any meeting of the Board or of a committee thereof or by any corses action.
	72	notwithstanding that it may be about or of a committee thereof or by any person acting on
		notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one as valid as if every such director or such person acting as aforesaid, or that they or any of them were disqualified, be
	73	board of of a committee thereof the the
		committee, shall be valid and effective as if it had been passed at a meeting of the Board or convened and held.
		Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
		Subject to the provisions of the Act,
		(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the
	74	Board for such term, at such remuneration and upon such conditions as it may thinks 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
	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.
1	1	The Seal
	-	(i) The Board shall provide for the safe custody of the seal.
	76	(ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two
		directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the
		company is so affixed in their presence.
		Dividends and Reserve
	77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
+-	78	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim
	ļ.,	dividends as appear to it to be justified by the profits of the company. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums.
	İ	i this is the an a second or recorder which chall at the discretion of the bodiu, be applicable for any purpose
		to which the profits of the company may be properly applied, including provision for theeting contingeness of
	79	business of the company or be invested in such investments (other than shares of the company) as the secondary) as the
		may, from time to time, thinks 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 (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends (ii) 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 of creation as paid upon any of the shares in the company, dividends,
		leave be declared and paid according to the amounts of the street
		(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this
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		the amounts paid or credited as paid or the
		(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 shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is shared on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend as from a particular date such share shall rank for dividend as from a particular date such share shall rank for dividend as from a particular date such share shall rank for dividend as from a particular date such share shall rank for dividend as from a particular date such share shall rank for dividend as from a particular date such share shall rank for dividend as from a particular date such shares and the particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for dividend as from a particular date shall rank for d
		lissued on terms providing that it stress
		dividend accordingly. Page 9 of 1

	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. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or any through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder or, in the case of members, or to such
		by fill to the sempany of charge may be paid by cheque or
		(i) Any dividend, interest or other monies payable in cash in respect of shares may be holder or, in the case of joint holders, to
	82	Warrant sent thought the post of the length holders who is first named on the register of members, as a
	. 62	person and to such address as the holder of joint years as whom it is sent.
		(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other many one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other many one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other many one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other many one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other many one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other many one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other many one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other many give effective receipts for any dividends.
	83	monies payable in respect of such share. 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.
	84	the market mentioned by the last
П	85	No dividend shall bear interest against the company.
		Accounts
		(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.
		the impostion of members not being directors.
	86	the inspection of members not being directors. (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting. Winding up
		Winding up
		Subject to the provisions of Chapter XX of the Act and rules made thereunder
		(i) If the company shall be wound up, the liquidator may, whether they shall consist of property of the same kind or not.
	87	whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, whole or any part of the assets of the company, who are also the assets of the asset of the as
		divided as aforesaid and may different classes of members.
		different classes of members. (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled trusts for the benefit of the contributories whereon there is any liability.
		Indemnity
_		Every officer of the company shall be indemnified out of the assets of the company against any liability Every officer of the company shall be indemnified out of the assets of the company against any liability Every officer of the company shall be indemnified out of the asset of the Tribunal.
]]	88	Every officer of the company shall be indemnified out of the assets of the company against any habit. Find the company shall be indemnified out of the assets of the company against any habit. Find the court of the company against any habit. Find the court of the co
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CONSTRUCTION & DEVELOPERS SBCD MULTIPROJECTS PVT. LTD.

(A Real Estate Developer Company)

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED AT THE MEETING OF **SBCD MULTIPROJECTS PRIVATE LIMITED** HELD ON 08.04.2019 AT 10.30 AM AT THE REGISTERED OFFICE.

RESOLVED THAT Mr. VIKASH JAISWAL, Director of company is hereby authorized to:

- To represent the in all intents and purposes before the Government Authorities.
 Organisation in India in connection with obtaining and signing the Contracts,
 Agreement, Joint Venture Agreement and Work Contract Agreement.
- To do all the correspondence deemed necessary and signing them on behalf of the Company.
- To represent the company in all Government / Semi Government / Authorities
 Meetings for Technical discussions in their respective offices and at Site, to execute
 deeds as shall be required or may be deemed proper and take all actions necessary
 for smooth execution of work.
- 4. To sign all applications and forms required for licenses, registration of the company in Central Government, State Government, Municipal or other Statuary Authority as may be necessary or requisite for the purpose of carrying on or developing the business of the company.
- 5. And generally to do all acts, deeds and things as may be necessary on behalf of the said company to all intents and purposes as we constituting the said company could do, if personally present to the concerned authorities as and when required.
- 6. T Authorise the any person to represent the company before the any authorities.

Office : 0651-2461050

E-mail : sbcdmultiprojects@gmail.com

vikashkjaiswal@gmail.com

Address: Shri Balajee Complex

N.H. 33, Lowadih, Samlong (Opp. - Nirmala School/Church) Ranchi - 834010 (Jharkhand) 10N Charles



CONSTRUCTION & DEVELOPERS SBCD MULTIPROJECTS PVT. LTD.

(A Real Estate Developer Company)

"RESOLVED FURTHER THAT a Certified True Copy of this Resolution be and is hereby issued under the signature of any of the Directors / Partners or the secretary of the Company."

// CERTIFIED TRUE COPY//

For SBCD MULTIPROJECTS PRIVATE LIMITED

Mr. Vikash Jaiswal

Director

DIN 08414321

Mrs. Sadhana Devi

JULTING OFFICTS PVI. Ltd.

Director

DIN 08414322

Office : 0651-2461050

E-mail: sbcdmultiprojects@gmail.com

vikashkjaiswal@gmail.com

Address : Shri Balajee Complex

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