



सत्यमेव जयते

प्रारूप० आई० आर०

Form I.R.

निगमन का प्रमाण-पत्र  
CERTIFICATE OF INCORPORATION

सं० U 45200 BR 2004 PTCO 10565

No. ....

मैं एतद द्वारा प्रमाणित करता हूँ कि आज विनीत होम्स  
प्राइवेट लिमिटेड

कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन निगमित की गई हैं और यह कम्पनी  
परिसीमित है।

I hereby certify that VINEET HOMES  
PRIVATE LIMITED

is this day incorporated under the companies Act, 1956 (No. 1 of  
1956) and that the Company is limited.

मेरे हस्ताक्षर आज ता० 14, मार्च 1925 शक को पटना में दिया गया।

Given under my hand at Patna this day of 03rd FEBRUARY  
Two thousand FOUR,

ब० के० ज० लॉली  
कंपनी का रजिस्ट्रार

Registrar of Companies

कम्पनी रजिस्ट्रार, पटना 3

Registrar of Companies, Patna 3 Jharkhand

For Vineet Homes Pvt. Ltd.

Pushpam Jha

Managing Director

03/02/2024

THE COMPANIES ACT, 1956  
PRIVATE COMPANY LIMITED BY SHARES

Articles of Association  
of  
VINEET HOMES PRIVATE LIMITED

**INTERPRETATION**

1. Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Companies Act, 1956 or any statutory modification thereof, in force at the date, at which these Article become binding on the Company.
2. In this Article, unless there be something in the subject or context inconsistent therewith :-
  - (i) 'The Act' means the Companies Act, 1956 and any statutory modifications thereof.
  - (ii) 'The Company' means the VINEET HOMES PRIVATE LIMITED.
  - (iii) 'The Directors' means the Directors for the time being of the Company, or as the case may be Directors assembled at a Board.

For Vineet Homes Pvt. Ltd.

*Rushpam Jha*

Managing Director

(iv) 'The Board of Directors' or 'The Board' means the Directors duly called and constituted, or as the case may be, the Directors assembled at a Board.

(v) 'The Chairman' means the Chairman of the Board for the time being of the Company.

(vi) 'The Managing Director' means the Managing Director for the time being of the Company.

(vii) 'The Seal' means the common seal of the Company.

(viii) 'The Office' means the Registered Office for the time being of the Company.

(ix) 'The Register' means the Register of members to be kept pursuant to Section 150 of Companies Act, 1956.

(x) 'The Financial Year' means the period in respect of which any Profit and Loss Account of the Company, laid before it in the Annual General Meeting is made up whether the period is a year or not.

3. The Regulations contained in Table 'A' in the First Schedule to the Companies Act, 1956 shall apply with respect to such provisions as are applicable to Private Limited Companies, so far only, as are not superseded or modified by the following Articles or any other article that may from time to time be framed by the Company.

4. The Company is a Private Limited Company, within the meaning of Section 2 (35) and 3 (1) (iii) of the Act, and accordingly the following provisions shall have effect, viz. :-

(a) No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.

(b) The number of members of the Company (exclusive of persons who are in the employment of the Company and persons who having been formerly in the employment of the Company were members and continue to be members after the employment ceased) shall be limited to fifty, provided that for the purpose of this sub-clause, where two or more persons jointly hold one or more shares in the Company, they shall be treated as a single member.

(c) The right to transfer its shares shall be restricted as hereinafter provided.

(d) Prohibits any invitation or acceptance of deposits from persons other than its members, Directors or their relatives.

For Vineet Homes Pvt. Ltd.

*Pushpam Jha*  
Managing Director

## CAPITAL

5. The authorised share capital of the Company is Rs. 5,00,000/- (Rupees five lakhs only) divided into 5,000 (five thousand) Equity Shares of Rs. 100/- (Rupees one hundred) each with power to increase, reduce, consolidate, sub-divided or re-organise the capital on such terms and conditions and in such manners as may be provided for in these regulations in accordance with the provisions of the Act, subject to the stipulation that the minimum paid-up capital shall be Rs. 1,00,000 (Rupees one lakh) or such higher paid-up capital, as may be prescribed.

6. The share shall be under the control of the Board of Directors, who may allot or otherwise dispose off the same. No share shall, however, be allotted unless a resolution to that effect is passed at a meeting of the Board with 3/4th. majority.

## TRANSFER AND TRANSMISSION OF SHARES

7. The shares held by the member of the Company shall not be transferred except subject to the restrictions herein before and hereinafter specified.

8. Any member desiring to sell any of his shares must, except when the transfer is made pursuant to Article 9 hereof, notify the Board the number of shares proffered to be transferred, the fair price in the opinion of the transferor and the names of the proposed transferee(s). The Board then must offer to all other share-holders such shares offered at that price and if the offer is accepted, the share shall be transferred to the first acceptor, and if the share or any of them are not so accepted, within one month from date of notice to the Board by the proposed transferor, he may sell or transfer all or any of them at the reported price to the transferee proposed by him, so as not to contravene the provisions of the Article 4 (b) of these Articles. In case of any dispute regarding the fair price of the shares, it shall be arbitrated upon and fixed by the Company's auditors, whose decision shall be final.

9. Any shares may at any time be transferred by a member to any issue or spouse of such member, and any shares of deceased member may be similarly transferred by his executor or administrator of the deceased's estate.

10. No transfer of any share shall be made or registered without the previous sanction of the Board. The Board may, without assigning any reason, decline to register any transfer of share to any transferee to whom the Board do not consider desirable to be admitted as a member. However, such right of refusal shall not be exercisable in the case of any transfer made pursuant to Article 8 or 9 hereof, except for the purpose of ensuring that the number of members does not exceed the limit prescribed by the Article 4 of these Articles.

For Nineet Homes Pvt. Ltd.

3

*Pushpam Jha*

Managing Director

11. No fee shall be charged for the registration of shares.

#### **INCREASE OF CAPITAL**

12. The Company in the General Meeting may, from time to time, increase the Capital by creation of new shares of such amount as may be deemed expedient. The new shares may be divided into Preference Shares or Equity Shares and may be issued upon such terms and conditions and privileges attached thereto as the General Meeting resolving upon the creation thereof shall decide.

#### **BORROWING POWER**

13. Subject to the provisions of the Act, the Board may from time to time, at their discretion, borrow or secure the payment of any sum of money for the purpose of the Company.

14. The Board may, from time to time, secure the payment of such money in such manner and in such terms and conditions as it thinks fit and in particular by the issue of debentures or bonds of the Company or any mortgage or charge of all or any part of the property of the Company (both present and future).

#### **GENERAL MEETING**

15. Ten days' clear notice specifying the place, the date and the hour of the General Meeting and in case of special business, the general nature of such business, shall be given to the members, but accidental omission to give such notice to or non-receipt of such notice by any member shall not invalidate the proceedings of the General Meeting. A General Meeting may, with the consent of all the members be called by a shorter notice, and in such manner as the members may think fit.

16. No business shall be transacted at any General Meeting unless a quorum of members is present. Two members present in person shall be a quorum for General Meeting.

#### **DIRECTORS**

17. Until otherwise determined by a General Meeting the number of Directors shall not be less than two and more than seven. Subscribers to the Memorandum and Articles of Association are the first Directors of the Company, namely :

1. Shri Rakesh Chandra Malhotra
2. Smt. Madhu Malhotra
3. Smt. Pushpam Jha

For Vineet Homes Pvt. Ltd.

4

*Pushpam Jha*

Managing Director

18. If the Company enters into any obligation with financial institutions (including any bank) in relation to any financial assistance (whether by way of loan advanced to the Company or guarantee given for any loan borrowed by the Company), or if and so long as all or any of such institutions or institution continue or continues to be holders or holder of any shares in the Company, which they or any of them shall have taken up under the terms of any underwriting agreement with the Company, then subject to section 255 of the Act and of any other law and to the extent agreed by the Company, each be entitled, from time to time, to nominate one or more persons to be Director or Directors of the Company and to remove any such Director or Directors and appoint another person or persons to be Director or Directors or Directors in his place or their places and to fill any vacancy otherwise occurring in the office of such Director or Directors. The provisions of Article of the Articles of Association of the Company in the matter of retirement of Directors shall not apply to such Director or Directors.

19. Until otherwise determined by a General Meeting, each Director shall receive out of the funds of the Company, by way of remuneration, such amount, not exceeding Rupees one thousand, as may be determined by the Board, for each meeting attended by him.

20. If any Director, being willing, is called upon to perform extra services for the Company, the Company shall remunerate such Director, either by way of a fixed sum or by way of percentage of profits or otherwise, as may be determined by the Board.

21. The Board shall have powers to fill up casual vacancies in the Board and also to appoint Additional Directors who shall hold office up to the conclusion of the next Annual General Meeting of the Company, provided that the total number of Directors shall not, at any time, exceed the maximum fixed above.

22. The Directors shall not be required to hold any qualification share.

23. The Board shall have the power to appoint a person as alternate Director during the absence of a Director for a Period of three months or more from the State in which the meetings of the Board are ordinarily held. An alternate Director, so appointed, shall vacate office if and when the original Director returns to the State and if the term of office of the original Director is determined before he returns to the State. Any provision for the automatic re-appointment of the retiring Directors in default of appointment of any body else in his place shall apply to the original and not to the alternate Director.

24. Board of Directors shall have power at any time and from time to time to appoint any one or more persons as a Special or Technical or Patron Director or Directors for such time, and on such terms as they may determine. However, such Director or Directors shall not vote at any meeting of the Board and his or

5 For Vineet Homes Pvt. Ltd.

Pushpam Jha

Managing Director

their presence shall not be considered for arriving at the quorum necessary for the Board meeting.

25. Subject to compliance with section 297 of the Act, a Director or his relative, a firm in which such Director or relative is a partner, any other partner in such firm or a private company of which the Director is a member or Director, shall be capable of entering into any contract with the Company for the sale, purchase or supply of any goods, materials or services or for underwriting the Company's shares or debentures.

26. The Directors may from time to time raise or borrow any sums of money for and on behalf of the Company from the members or other persons, companies or banks, or any of the Directors may himself advance money to the Company on such interest as may be approved by the Directors. The Board may delegate such borrowing power to the Managing Director or any one or more of the Directors.

27. Subject to the provisions of the Act, any debentures, bonds or other securities may be issued at a discount, premium or otherwise and with special privileges as to redemption, surrender and drawings.

28. The quorum necessary for the transaction of the business of the Board shall be two or one-third of the total strength, whichever is higher.

29. The Board may, from time to time, appoint a Chairman from amongst the Directors and determine the period for which he is to hold the office. The Chairman may be paid such remuneration, as the Board may from time to time determine.

30. No Director shall be liable to retire by rotation.

#### **MANAGING DIRECTOR**

31. The business of the Company shall ordinarily be carried on, managed and executed by a Managing Director, so long as such Managing Director holds the said office, subject to the supervision of the Board.

32. The Managing Director shall be the administrative and executive head of the Company and shall represent the Company for any purposes and in all proceedings before Courts or elsewhere and institute or defend suits or proceedings, execute and register documents and admit execution thereof on behalf of the Company.

For **Pineet Homes Pvt. Ltd.**

6

*Pushpam Jha*

Managing Director

33. The Managing Director shall receive such remuneration (whether by way of monthly allowance or commission or participation of profits or partly in one way and partly in another) as the Board may from time to time decide.

34. The Managing Director shall have the power of engagement and dismissal of employees of the Company and shall be in charge of general direction and management of the business of the Company, with full power to do all acts, matters and things deemed necessary, proper or expedient for carrying on the business of the Company, including the power to make, sign and execute all contracts and to draw, sign, accept, endorse and negotiate, for and on behalf of the Company, all bills of exchange, cheques, draft, Govt. securities and other negotiable instruments.

35. All moneys belonging to the Company shall be deposited with such bankers as the Board may deem expedient and all receipts for moneys paid to the Company shall be signed by the Managing Director or a person delegated by him, whose receipt shall be an effectual discharge for the money therein stated to have been received.

36. Subject to the provisions of the Act, the Managing Director may, with the approval of the Board, sub-delegate all or any of the powers delegated to him, to such person or persons as may be deemed fit.

37. Shri Rakesh Chandra Malhotra shall be the first Managing Director to hold office for an initial period of ten years, unless he voluntarily resigns or becomes incapable of holding the office, before expiry of the period of ten years. Managing Director for subsequent period shall be re-appointed/appointed by the Board.

38. The period of office of the Managing Director except for the initial period of ten years shall be fixed by the Board.

#### **PROCEEDINGS OF THE BOARD**

39. Directors may meet from time to time, together as the Board, for the disposal of the business and shall so meet at least once in every three calendar months. The Board may adjourn or otherwise regulate the meetings and proceedings as it may think fit.

40. The Chairman of the Board or the Managing Director, if any, may at any time convene a meeting of the Board.

41. All meetings of the Board shall be presided over by the Chairman, if present, but if at any meeting the Chairman is not present, at the time appointed for holding the same, then in that case the other Directors present shall choose one

For Mineet Homes Pvt. Ltd.

7

*Pushpam Jha*

Managing Director



amongst themselves to preside over the meeting. Such Chairman may exercise the powers vested in the regular Chairman.

42. The meeting of the Board, in which quorum is present shall be competent to exercise all or any of the powers, authorities or discretions, by or under the regulations of the Company or of the Act, for the time being vested in or exercisable by the Board generally.

43. All decisions regarding purchase and sale of assets, having an individual value of over Rs. 1,00,000 (Rupees one lakh), shall be made at a meeting of the Board with the unanimous approval of all the Directors present.

#### **MINUTES OF MEETING**

44. The Company shall cause minutes of all proceedings of every General Meeting and of all meetings of the Board and of every committee of the Board to be kept in separate books for the purpose, with their pages consecutively numbered. The books containing the minutes of the proceedings of the General Meetings shall be kept at the Registered Office of the Company and shall be open to the inspection of any member without any charge during business hours in each day as the Board may determine.

#### **COMMON SEAL**

45. The Managing Director or any other Director, if authorised, shall be responsible for the safe custody of the Common Seal of the Company and the Seal shall not be used except in the presence of at least two Directors, who shall sign every instrument to which the Seal shall be affixed.

46. Any instrument bearing the Seal of the Company and procured or issued for valuable consideration and on good faith shall be binding on the Company not withstanding any irregularities touching the authority of the Board in issuing the same.

#### **ACCOUNTS**

47. The Board shall cause proper books of accounts to be kept, in accordance with section 209 of the Act.

48. The books of accounts shall ordinarily be kept at the Office of the Company, or subject to the provisions of section 209 of the Act, at such other place or places as the Board shall, from time to time, decide. All such books of accounts, documents, vouchers, securities and all other papers shall be open to the inspection of any Director at any time during usual business hours.

8 For Vineet Homes Pvt. Ltd.  
Pushpam Jha  
Managing Director

### **DIVIDENDS AND RESERVES**

49. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

50. No dividend shall be paid or distributed otherwise than out of the profits of the Company for the year or out of the undistributed profits of the earlier years. All dividends shall be declared and paid in relation to the amount paid upon a share.

51. The Board may before recommending any dividend set aside out of the profits such sum or sums of money as it thinks fit as Reserves, which shall at the discretion of the Board be applicable for any purposes to which the profits may properly be applied. The Board may carry forward any profit which it may think prudent not to divide without setting them aside as Reserve.

### **INDEMNITY**

52. Every officer, employee and agent for the time being of the Company shall be indemnified, out of the assets and properties of the Company, against any liability incurred by him or them in defending any proceedings, whether civil or criminal, arising out of any action or conduct in course of carrying out of the Company's work, in which judgement is given in his or their favour, or in which he or they are acquitted, or in connection with any application under the Act, in which relief is granted to him or them by the Court.

### **WINDING UP**

53. If the Company shall be wound up, either voluntarily or otherwise, the surplus assets, if any, shall be applied first, in repayment of the Capital paid-up on the shares and the excess, if any, shall be distributed amongst the members in proportion to the number of shares held by them respectively, at the commencement of the winding up proceedings.

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For Vinset Homes Pvt. Ltd.

*Rushpam Jha*

Managing Director

We, the several persons whose names and addresses are subscribed thereto, are desirous of being formed into a Company in pursuance of these Articles of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names :-

Name, address and description of subscribers	No. of shares taken by each subscriber	Signature of subscriber	Signature and address of witness
1. RAKESH CHANDRA MALHOTRA S/O SHRI BALAK RAM MALHOTRA FLAT NO. 45, GANGA TOWER, L.CT GHAT, PATNA 800001 P.S. PATLIPUTRA - BUSINESS -	400 (four hundred)	sd/- Illegible	Witness to all three signatures sd/- illegible  Uday Dutta, S/o Late A. K. Dutt Dutt & Khan Chartered Accountants West Gandhi Maidan Patna -800001
2. Madhu Malhotra W/o R. C. Malhotra 45, Ganga Tower LCT Ghat Patna - 800001 P.S. - Patliputra - Business	300 (Three hundred)	sd/- Illegible	
3. Pushpam Jha W/o Late Capt. B. K. Jha A/90 Magistrate Colony Rd. No. 5 Ashiana Nagar Patna - 800025 P.S. Shastri Nagar - Service	300 (Three hundred)	sd/- Illegible	
TOTAL	1000	one thousand only	

Dated at Patna the January, 2004

For Vineet Homes Pvt. Ltd.

Pushpam Jha

Managing Director

**THE COMPANIES ACT, 1956**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**Memorandum of Association**  
**of**  
**VINEET HOMES PRIVATE LIMITED**

- I The name of the Company is **VINEET HOMES PRIVATE LIMITED.**
- II The Registered Office of the Company will be situated in the State of Bihar.
- III The objects for which the Company is established are :-

***(a) The Main Objects which are to be pursued by the Company on its incorporation :-***

1. To carry on the business of and to purchase, acquire, take on lease or in exchange, or in any other lawful manner, any area, plots of land or buildings, commercial or residential, or farm-houses, and to sell and/or dispose off the same, in any manner whatsoever, by developing the same or otherwise, in whole lot or by dividing it into small plots or otherwise, as convenient and/or to construct flats, bungalows, apartments, shops, sheds, townships, colonies, farm-houses, factories, markets or other buildings, commercial-complexes, offices, hotels, resorts, cinema halls, theatres, parks and all other constructions of any nature and to use the same either for the use of the Company or for letting out on contract or for rent or otherwise or on lease or for an outright sale either on cash basis or on hire purchase basis or in any other manner whatsoever.
2. To carry on the business of contractors, builders, engineers (civil, mechanical, electrical, sanitary or interior-decoration), architects, surveyors, estimators and designers, in respect of building projects, including flats, on behalf of

For Vineet Homes Pvt. Ltd.  
1 *Pushpam Jha*  
Managing Director

Government undertakings, private, public or joint venture undertakings, partnership firms, individuals or other bodies corporate or incorporate or associations of persons.

3. To carry on the business of civil and engineering consultants and to acquire, import, export, trade or otherwise deal in all kinds of articles, products and materials used for building and other allied activities and works, whether for own use or for the purpose of sale or disposal, in whatsoever manner, in India or abroad.

4. To carry on the business of managers and brokers for sale, purchase leasing and/or hiring of land, farm-houses, buildings (residential or commercial, or of any other type and nature), and all types of building materials.

***(b) The Objects Incidental or Ancillary to the attainment of the above main objects are :-***

1. To acquire, establish, construct, build, demolish, alter, take on hire or lease or as the case may be, any land, building, factory, processing unit, machineries, establishment and organisation, anywhere in India or abroad, including acquiring part interest therein, for the purpose of Company's business.

2. To secure registration for the works as registered contractors, suppliers, executors, builders and managers for any Government, semi Government, private or public works, tenders or other requisition for construction activities and for supply of various items of stores to the Government, semi Government, architects, public utility services and local bodies, corporations, companies, firms and private parties.

3. To apply for and take out, purchase or otherwise acquire or register any trade mark, patent, know-how and expertise which may be useful for the Company's business.

4. To enter into marketing arrangement, exclusive or otherwise, with dealers of any of the products of the Company, subject to the provisions of section 391-394 of the Act.

5. To enter into partnership, or into any agreement for sharing profits, union of interest, cooperation, joint venture of shares, joint ventures, reciprocal concessions or cooperation with any person or company carrying on or engaged in, or about to carry on or engage in, or any business or transaction, which the Company is authorised to carry on or engage in or any business and to subsidise, assist, cooperate or to enter into any arrangement or agreement, whatsoever, with any such person or company in India or abroad for the benefit of the Company.

For Vineet Homes Pvt. Ltd.

*Pushpam Jha*

Managing Director

6. Subject to the provisions of section 294-AA of the Act, to appoint sole-selling agents to sell any of the products of the Company.
7. To purchase or otherwise acquire and undertake the whole or any part of the business, property, goodwill, right, assets and liabilities of any company or person, carrying on or proposing to carry on, any business similar to the business of this Company or possessed of the rights or property suitable for any of the purposes of this Company, subject to the provisions of the Transfer of Property Act.
8. To let out on hire or otherwise, all or any of the property of the Company, whether immovable or movable, including all and every description of apparatus and appliances.
9. To apply for tender, purchase or otherwise acquire contracts, licenses and concessions for or relating to the objects of the Company and to undertake execute, carry out, dispose off or otherwise turn to account the same.
10. To undertake and execute civil, mechanical, electrical and structural works, contracts and sub-contracts in all their respective branches and all other allied business.
11. To sublet all or any contracts from time to time and upon such terms and conditions as may be thought expedient.
12. To send any director, employee or other person to any place in India or abroad for the purpose of obtaining training or knowledge in the techniques and methods of running or improving the business of the Company for the purpose of advancement or promoting any of the objects of the Company, including imports, exports of finished products, goods, chattels, property, expertise, services of any nature.
13. To remunerate any person in the shape of cash, commission, allowances, pension, grants, payments by percentage of profits or by allotting any share or assigning any part of the property of the Company or to advance any amount to any person for any services to be rendered.
14. To sell or dispose off the undertaking of the Company or all or any of the properties or effects of the Company, for cash or for such other consideration as the Company may think fit.
15. To lend or advance the surplus money and funds of the Company, either with or without security, or invest the same in shares, stocks, debentures, units, and other securities, and to give credits to such persons and upon such terms and conditions, as the Company may think fit, but the Company will not do banking business as defined under the Banking Regulations Act, 1949.

For Vineet Homes Pvt. Ltd.

3

*Pushpam Jha*

Managing Director

16. Subject to the provisions of Section 58A of the Act and directions of the R.B.I. to receive money for business purposes of the Company on deposit or loan and borrow or raise money in such manner as the Company shall think fit and also subject to the provisions of the Banking Regulation Act, 1949 and other statutory regulations.

17. To pay all or any costs, charges and expenses, preliminary and incidental to promotion, formation, establishment and registration of the Company.

18. To import, export, purchase, sell, produce and otherwise deal or trade in all kinds of products, materials, substances, articles or things, which can be carried on in conjunction with the business of the Company specified above.

19. To do all and every thing necessary, suitable or proper for the accomplishment of any of the objects herein before set forth either alone or in association with other corporate bodies, firms, individuals and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of, or connected with the aforesaid business or powers or any part or parts thereof, provided the same be not inconsistent with the laws of the Union of India for the time being in force.

**(c) The other objects not included in (a) and (b) for which the Company is established are :-**

1. To carry on the business of marketing, distribution, agency, dealership, stockists, wholesalers, retailers, consignees, importers and exporters, including selling on hire purchase and instalment basis of vehicles of all types including light, medium and heavy transport vehicles, medical, surgical, and pharmaceutical products, consumer durables and non-durables, cosmetics and toiletries, chemicals, fertilizers and pesticides, disinfectants and germicides, petroleum products and bye-products, cattle and poultry feed, industrial raw materials, food products, electrical and electronic equipments, including data processing and calculating apparatus, engineering items, and building materials,

2. To carry on the business of and to provide services for up-keep and maintenance of apartments, flats, office-space, dwelling houses and commercial premises, including maintenance of civil works, lifts, generators, intercoms, close circuit T.V.s and other security devices, on annual maintenance contract or otherwise, including providing personnel for security, sanitation, plumbing and electrical up-keep, on monthly or annual basis.

3. To carry on the business of and to construct and let out on rental basis or otherwise banquet halls, conference halls, marriage halls, mandaps or other built-up spaces, to be used for any public or private function, meeting, conference or exhibition and to provide all facilities for the same, including

4 For Vineet Homes Pvt. Ltd.  
Rushpam Jha

Managing Director

infrastructure like furniture and furnishings, lighting and decoration, catering, communication, display and other audio-visual aids and to provide security and other service personnel during these gatherings, functions or exhibitions.

4. To carry on the business of hotels, restaurants, cafe, guest-houses, resorts, taverns, refreshment rooms, boarding and lodging house-keepers, licensed victualers, wine, beer, and spirit merchants, dealers in food stuff of all kinds and varieties, brewers, malt stores, distillers, importers, exporters and manufacturers of aerated mineral and artificial water and other drinks, purveyors, caterers to railways, airlines and steamship corporations, and to public amusements, ice merchants, refrigerating store keepers, proprietors of clubs, baths, dressing rooms and to carry on the business of running swimming pools, bakery, confectionery, canned goods, curios, carpets, novelty shops, general merchandise and other articles connected with hotel and restaurant trade and to provide lodging, boarding and other facilities to the public, including tourists, visitors and other delegates and missions coming from any part of the world and to encourage and carry on facilities of tourist trade in India and/or in any other part of the world.

IV The liability of the members is limited.

V The Authorised Share Capital of the Company is Rs. 5,00,000 (Rupees five lakhs only) divided into 5,000 (five thousand) Equity Shares of Rs. 100 (Rupees one hundred) each, with power to increase and reduce the Capital and to divide the Share in the Capital for the time being into several classes and to attach thereto, respectively, preferential, special rights, privileges or conditions, as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions, in such manner as may, for the time being, be provided by the regulations of the Company.

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For *Vishvam Jha* Vishvam Homes Pvt. Ltd.

Managing Director